

SOLICITATION, OFFER AND AWARD				1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 63			
2. CONTRACT NO.		3. SOLICITATION NO. N00178-05-R-1020		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 30 Mar 2005		6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NSWCDD ATTN:XDS11 (BLD 183 RM 102) (XDS11@NSWC.NAVY.MIL) 17320 DAHLGREN ROAD DAHLGREN VA 22448-5100 TEL: (540) 653-7478 FAX: (540) 653-7088				8. ADDRESS OFFER TO (If other than Item 7) See Item 7 TEL: FAX:		CODE		CODE			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".											
SOLICITATION											
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>Bldg 183 Rm 102 Attn XDS115</u> until <u>02:00 PM</u> local time <u>02 May 2005</u> (Hour) (Date)											
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.											
10. FOR INFORMATION CALL:		A. NAME XDS11		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (540) 653-7478		C. E-MAIL ADDRESS xds11@nswc.navy.mil					
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OFFER (Must be fully completed by offeror)											
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.											
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.											
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)											
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)					
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		<input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE			
AWARD (To be completed by Government)											
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION							
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN		ITEM					
				(4 copies unless otherwise specified)							
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY		CODE					
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE					

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section A - Solicitation/Contract Form

CLAUSES INCORPORATED BY FULL TEXT

Ddl-A20 NOTICE TO CONTRACTORS

NOTICE TO CONTRACTORS

THE PURPOSE OF THIS NOTICE IS TO BRING MATTERS TO YOUR ATTENTION WHICH CAN AFFECT PAYMENT OF YOUR INVOICES.

CCR Annual Renewal

You must ANNUALLY confirm your registration in the Central Contractor Registration (CCR) database or the Defense Finance and Accounting Service (DFAS) may not process your invoice. You may obtain more information on this annual renewal confirmation process by calling 1-888-227-2423 or via the internet at <http://www.ccr.gov/>

EFTS

Electronic Funds Transfer (EFT) payments are based on the EFT information contained in the CCR database. It is critical that you ensure that your EFT information in the CCR database remains current and correct.

INVOICES

Invoices must be prepared as prescribed by this contract/order or they may be rejected by the paying office. This contract/order incorporates one or more of the following clauses regarding preparation and submission of invoices:

FAR 52.212-4
FAR 52.213-2
FAR 52.232-25

Please insure that invoices are prepared and submitted in accordance with these clauses and the following additional information:

INVOICE PREPARATION – PLEASE ENSURE THAT YOUR INVOICE CLEARLY REFLECTS:

- (1) INVOICE NUMBER,
- (2) DATE OF INVOICE,
- (3) COMPANY NAME AND REMIT TO ADDRESS (COMPANY NAME ON THE INVOICE MUST MATCH THE COMPANY NAME ON THE CONTRACT/ORDER),
- (4) CONTRACT/ORDER NUMBER, AND
- (5) INVOICE AMOUNT.

INVOICE SUBMISSION – If a “SUBMIT TO” address is designated in one of the clauses listed above, submit the original invoice to that address and submit one copy to address identified below. If there is no address designated in any of the clauses listed above, submit the original of each invoice to the address shown below.

The original invoice shall be submitted to DCAA for review. Once reviewed by DCAA the invoice will be forwarded to the Payment Office indicated on the Task Order. A copy of each invoice shall be forwarded to the COR at CDSA Dam Neck and Contract Specialist at NSWCDD XDS115.

REGISTER FOR INVOICE STATUS

You can register at the following web site to monitor the status of your invoices. This is the vendor pay inquiry system-MOCAS user registration. <http://vendorpay.dfas.mil/newuser>

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	UNIT
0001	<p>The contractor shall provide engineering analytical, and technical support service for Electronic Warfare systems and equipment for which the contractor is the original equipment manufacturer including the AN/USQ-149 Family and the Radar Narrow Band (RNB) portion of the AN/BLQ-10 which contains CLUSTER SNOOP core units in accordance with Section C-Descriptions and Specifications.</p> <p>FOB-Destination</p> <p>Type of Contract-Plus-Fixed-Fee</p> <p>Period of performance-5 years</p>	1 LOT
	Estimated Cost \$ _____	
	Fixed Fee \$ _____	
	Total CPFF \$ _____	
0002	<p>Data in accordance with the attached CDRLs</p> <p>FOB: Destination</p>	1 LOT
	Not-Separately-Priced	

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Ddl-B10 MINIMUM AND MAXIMUM QUANTITIES

As referred to in paragraph (b) of the "Indefinite Quantity" clause in Section I of this contract, the contract minimum quantity is a total of \$100,000.00 worth of orders; the maximum quantity is the total estimated cost of the contract. The maximum quantity is not to be exceeded.

CLAUSES INCORPORATED BY FULL TEXT

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

Section C - Descriptions and Specifications

C.1 BACKGROUND/PURPOSE/SCOPE

C.1.1 Background. The mission of the Combat Direction Systems Activity (CDSA) Dam Neck, in part, is to provide acquisition support, life cycle maintenance, test and delivery for carrier, amphibious, frigate and non-Aegis Combat Direction systems, Advanced Sensor Distribution systems and other software-intensive Combat Control Electronic Warfare (EW) Systems, and Signal Intelligence (SIGINT) i.e., Electronic Intelligence (ELINT), Communications Intelligence (COMINT) systems. In keeping with this mission, CDSA Dam Neck has been tasked to provide engineering support for related ELINT, COMINT, and EW equipment, systems, subsystems, components, and programs, and their peripherals and auxiliaries.

C.1.2 Purpose. The purpose of this acquisition is to acquire those services necessary to support CDSA Dam Neck in its execution of ELINT and EW assigned tasking.

C.1.3 Scope. This Statement Of Work (SOW) defines the requirements for Contractor support to be provided to CDSA Dam Neck for ELINT and EW equipment, systems, subsystems, components, programs, and their peripherals and auxiliaries, for which EDO-RSS is the Original Equipment Manufacturer (OEM).

a. When ordered by the issuance of individual delivery/task orders, the Contractor shall provide software, engineering, and technical services to support CDSA Dam Neck and other activities and their assigned ELINT and EW equipment, systems, subsystems, components, and programs. The Contractor shall have expertise in the installation practices, policies, and procedures of shipboard (submarine and surface), airborne, non-propulsion, and shore facility electronic equipment. These installations may be permanent, temporary, or carry-on. Interconnections may be by common, multi-conductor electrical cables and connectors or by fiber optic cabling and connectors. Types of equipment may include, but not be limited to, voice and data communications, cryptographic equipment, electronic countermeasures, navigation aids, radar, and sonar, as they pertain to ELINT and EW systems. Special knowledge is required in red/black engineering criteria and physical security procedures required of systems at the Sensitive Compartmented Information (SCI) level.

b. The following is a partial list of systems/equipment on which the Contractor is expected to perform tasks issued under this contract:

CLUSTER SNOOP, AN/USQ-149 Family

This list is not all-inclusive, as it is expected that new systems/equipment, will be added and will be managed by CDSA Dam Neck prior to the completion of this contract. It is also projected that approximately 10% of the work accomplished under this contract will be at the Top Secret (TS)/SCI level, and 90% non-TS/SCI.

C.2 APPLICABLE DOCUMENTS: There are no specifications or standards (neither Government nor commercial) requiring adherence or compliance thereto, necessary for successful performance of this contract. There are, however, specifications, standards, instructions, directives, and other publications, specific portions, of which, may be cited in an individual delivery/task order as guidance for the Contractor in determining the content and format of data and other products to be delivered.

a. The AN/USQ-149 family documents listed below are representative of those that might be cited in individual orders:

EDO-RSS Generated CS-5502 and CS-5503 Documentation
 CLUSTER SNOOP Performance Specifications
 CLUSTER SNOOP System Maintenance Manual
 CLUSTER SNOOP Operating Instructions and Software Users Manual

Specific documents are available as Government Furnished Information (GFI) upon request of the Contracting Officer Representative (COR).

b. There are specifications, standards, instructions, directives, and other publications, specific portions, of which, may be cited in individual delivery/task orders as guidance for the Contractor in determining the content and format of data and other products to be delivered. The documents listed below are representative of those that might be cited in individual delivery/task orders:

MIL-PRF-29612B	Training Data Products
MIL-PRF-49506 NOT 1	Logistics Management Information
MIL-T-47500/6 NOT 1	Technical Data Packages Quality Assurance Provisions
MIL-STD-23140D	Drawings, Installation Control, for Electronic Equipment
MIL-STD-1339C	Fitting Out Procedures – Ships ANSI-Z39.18-95 Scientific and Technical Reports Elements, Organization, and Design
MIL-P-24534A NOT 1	Planned Maintenance System: Development of Maintenance Requirement Cards, Maintenance Index Pages, and Associated Documentation

This list is not intended to be all-inclusive. The current edition(s) may be governing and will be so stated in each task order when issued. Documents referenced in individual task orders will be provided as GFI with that task order.

C.3 REQUIREMENTS: Work to be performed and required deliverables shall be specifically described in delivery/task orders to be placed against the contract by the Contracting Officer or designated Ordering Officer and shall be within the parameters of one or more of the tasks described below. As may be required in individual delivery/task orders, the Contractor shall furnish all labor and facilities, fabricate, assemble, receive, inventory, verify, package, temporarily store and ship material and equipment necessary in the performance of these tasks except for those facilities, material, equipment, and information to be provided by the Government. The Contractor shall acquire those incidental material items necessary to complete tasking. There may be situations during the performance of this contract when the Contractor becomes privy to source-sensitive information relating to other procurements or when the Contractor may be tasked to evaluate deliveries or performance of other Contractors. In such situations, it may be necessary for the Contractor to certify “non-disclosure” and/or to take precautions that would eliminate a real or potential conflict of interest, including certification of no interest on other related procurements.

C.3.1 Design. The Contractor shall:

- a. Participate in design reviews and recommend design improvements.
- b. Develop and/or review and comment on proposed engineering changes, waivers, deviations, and alterations for their impact on performance, reliability, maintainability, availability, quality, safety, and life cycle cost.
- c. Analyze operational and maintenance performance data to determine design defects detracting from the equipment or system's capability to perform its intended operational requirements and to meet its maintainability and reliability requirements.
- d. Recommend corrections or improvements for translation into detailed engineering changes, and develop engineering changes and/or alterations to provide improvements, and to correct service deficiencies, improve logistics support, and produce life cycle cost savings.

C.3.2 Safety. The Contractor shall:

- a. Participate in safety design reviews.
- b. Conduct safety reviews of proposed engineering changes, operating, and maintenance procedures and changes, ensuring that the procedures, warnings, and cautions are adequate and inherent safety is not degraded.

C.3.3 Test Support. The Contractor shall:

- a. Participate in Development Test (DT) and Operational Test (OT) evolutions.
- b. Participate in shipboard proofing of equipment alterations for evaluation of engineering design and logistics support items.
- c. Plan, develop, and conduct Fleet test programs.
- d. Maintain test procedures.

C.3.4 Technical Documentation, Specifications, and Standards. The Contractor shall:

- a. Develop, review for technical adequacy and accuracy, maintain technical manuals (including overhaul and repair manuals), maintenance requirement cards, other technical data, and propose and implement improvements.
- b. Develop, review the technical adequacy and accuracy, maintain engineering drawings and associated lists, and propose and implement changes.
- c. Develop, review, revise, maintain, and monitor specifications, standards, technical data, and instructions relating to support of equipment or systems and develop recommendations for specific improvements.
- d. Serve as a member of specification review boards for the review and development of specifications and standards.
- e. Coordinate reviews to ensure compatibility with the overall test program.

C.3.5 Performance and Maintenance Data Analysis. The Contractor shall utilize established operation and maintenance data reporting systems where feasible, provide for the measurement of the operational and maintenance performance of equipment/systems and logistic support items to:

- a. Determine and recommend equipment/systems design and maintenance problems.
- b. Determine problems in individual logistics support items.
- c. Determine and recommend specific items in need of improvements.
- d. Provide input to empirical data banks for use in establishing parameters to be used as an aid in determining future design and support requirements.

C.3.6 Data Analysis. The Contractor shall establish, execute, and maintain analysis programs for the utilization of:

- a. Production performance test and evaluation data to determine and report areas of opportunity for improvement in design.
- b. Reliability, maintainability, test, technical evaluation, and production feedback to determine and report specific items with need for improvements in equipment reliability, maintainability, maintenance requirements, quality requirements, and logistic support.
- c. Establish, execute, and maintain analysis programs that quantify the impact of proposed and implemented design and logistic support changes on cost and operational availability.

C.3.7 Maintenance Engineering. The Contractor shall:

- a. Develop and/or review and comment on maintenance concepts and criteria for all levels of maintenance.
- b. Develop and/or review and comment on technical criteria that prescribes the scope, depth, and frequency of maintenance and inspection to be performed.
- c. Participate in design reviews and test evaluations to minimize the need for maintenance support during the operational phase.
- d. Define the tasks to be performed at all levels of maintenance for effective and economical support of equipment.
- e. Evaluate technical documentation [repair standards, drawings, specifications, test procedures, Allowance Parts Lists (APLs), etc.] for technical accuracy to accomplish maintenance tasks at all maintenance levels.
- f. Maintain documentation [repair standards, drawings, specifications, test procedures, Planned Maintenance System (PMS), APL's, etc.] for technical adequacy to accomplish maintenance tasks at all maintenance levels during the equipment and systems life cycle.
- g. Participate in determining maintenance facility design criteria for complete support of production equipment.
- h. Participate in establishing personnel and training criteria to provide the required levels of technical competency to install, operate, and maintain weapons and equipment in support of operational requirements.
- i. Participate in the recommendation for provisioning of all parts, establishing part replacement factors, and source, maintenance, and recoverability coding.

j. Provide provisioning engineering support to insure initial provisioning reflects proper maintenance and support philosophies.

k. Review production engineering changes for impact on maintenance and logistics support (including spare and repair parts considering operational configuration baselines).

l. Review, formulate, establish, and/or maintain specifications, standards, production inspection criteria and procedures for initial procurement, repair and overhaul of equipment and systems.

m. Maintain and update maintenance concepts, tasks, and criteria for all levels of maintenance during the equipment/system life cycle.

n. Review and maintain current technical criteria that prescribe the scope, depth, and frequency of maintenance and inspections to be performed.

o. Provide operational equipment/systems engineering services to all levels of maintenance.

p. Maintain and update maintenance inspection criteria procedures for repair and overhaul of systems and equipment.

q. Perform repairs, modifications, upgrades, and overhauls, etc., to in-service and removed assemblies, units, equipment, and systems.

C.3.8 Computer Programs. The Contractor shall:

a. Analyze operational and maintenance performance data to ensure that maximum capability is present within the program(s) to support the system/platform.

b. Provide corrections or improvements that translate into detail change proposals.

c. Review engineering changes for their impact on performance, endurance, stability, and reliability of computer programs.

d. Participate in configuration control of computer programs.

e. Maintain liaison with the system level manager and his agents with respect to subsystem and equipment computer program interfaces.

f. Provide a technical library and library services for collecting, storing, retrieving, distributing, and accounting for operational, test, and simulation programs.

C.3.9 Installation. The Contractor shall:

- a. Examine installation design and physical layout for reliability, ease of maintenance, and suitability to perform equipment or system operational performance requirements.
- b. Develop corrective modifications and/or alterations while carefully assessing cost effectiveness.
- c. Verify first equipment installation against applicable equipment installation control drawing and propose changes as required.
- d. Develop and/or review and comment on installation standards and practices.
- e. Review and provide for update and certification of the installation adequacy of equipment installation control drawings.
- f. Provide engineering assistance during conduct of shipboard/shipyard installation and testing.

C.3.10 Fleet Engineering Support. The Contractor shall, as additional Fleet engineering support, provide engineering services and assistance for corrections beyond the skill and resources capability of the Fleet.

C.3.11 Training and Manning. The Contractor shall:

- a. Develop and/or review and comment on training plans.
- b. Review and comment on training and manning material and propose improvements as recognized.
- c. Review technical content of training material and propose improvements.
- d. Develop or update training material required as a result of equipment/system design and logistics support changes.
- e. Assist in the procurement, installation, and acceptance of technical training subsystems/equipment prior to introduction of the subsystems/equipment into the Fleet.

C.3.12 Integrated Logistics Support. The Contractor shall:

- a. Develop and/or review and comment on Integrated Logistics Support (ILS) plans for new or modified systems/equipment.
- b. Evaluate effectiveness of achieved logistics support and recommend improvements.

C.3.13 Data Management. The Contractor shall:

- a. Assure that all technical data that defines product baselines are maintained current based on approved engineering changes, including implementing their effects on technical manuals and preventive/corrective maintenance documentation.
- b. Analyze the impact of engineering changes on all technical documentation.
- c. Maintain current, all technical data that define operational equipment/systems baselines to reflect approved engineering changes, including implementing their effects on technical manuals and preventive and corrective maintenance documentation.
- d. Maintain current, all technical data that require changes and revisions.
- e. Execute and maintain analysis programs that quantify the impact of proposed and implemented systems, equipment, and logistic support changes.

C.3.14 Configuration Management. The Contractor shall:

- a. Maintain configuration status accounts of product baselines, including status of engineering changes and effective points of approved changes, waivers, and deviations, review engineering changes, deviations, and waivers for concurrence in classification.
- b. Participate in configuration audits.
- c. Provide support to the cognizant Change Control Board (CCB) to review engineering changes and make recommendations for approval or disapproval.

C.3.15 Test Equipment, Tools, Jigs, and Fixtures. The Contractor shall:

- a. Analyze testing procedures, test points, and test features, and review general and Special Purpose Test Equipment (SPTE) requirements, and recommend improvements.
- b. Perform initial evaluations of SPTE.
- c. Analyze test and maintenance procedures and review tool, jigs, and fixture requirements and recommend improvements.
- d. Review and recommend improvements to test procedures, test points, general and SPTE tools, jigs, and fixtures.

C.3.16 Supply Support. The Contractor shall:

- a. Recommend and coordinate necessary changes to provide required supply support for assigned equipment/systems under procurement.
- b. Review all appropriate technical data against the APL to insure a complete and effective APL and recommend improvements.

C.3.17 Repair Facilities. The Contractor shall:

- a. Develop recommendations for the establishment or modification of facilities, associated documentation, support equipment, training, and manning.
- b. Develop recommendations for the establishment or improvement of facilities, documentation, support equipment, training, and manning, as required, to assure continuing Fleet support.
- c. Monitor the effectiveness of activities engaged in restoration and/or overhaul of selected equipment, groups, units, assemblies, or subassemblies.

C.3.18 Programs Support. The Contractor shall:

- a. Attend meetings, conferences, working groups, etc., in support of tasked programs.
- b. Develop programmatic matter (reports, plans, metrics, presentations, etc.) in support of tasked programs.

C.4 CONTRACTOR RESPONSIBILITIES: The Contractor shall:

- a. Designate in writing those persons authorized to accept/reject verbal orders.
- b. Designate at least one (1) person and one (1) alternate as the liaison officer with authority to assume all liaison responsibilities relative to the task orders issued hereunder.
- c. Attend task review conferences to resolve problems encountered during performance of tasks.
- d. Designate a task Team Leader (per individual task) who will be responsible for:
 - 1) Contacting the Commanding Officer or his/her designated representative upon arrival at and prior to departure from any vessel or forward-site activity visited

2) Providing a verbal report to the Commanding Officer or his/her designated representative for vessel and forward-site visits, indicating actual operational condition of the equipment/system on which work was performed

C.5 CONTRACT SECURITY CLASSIFICATION SPECIFICATION

a. The Department of Defense (DoD) Contract Security Classification Specification (DD Form 254), attached hereto, itemizes the security classification requirements for this contract. The work to be performed under this contract requires access to, and the handling of, classified information up to and including the TS/SCI security level. Approximately 10% of the effort ordered under this contract will be at the TS/SCI level, all other efforts will be at the Secret (S) level or below. The Contractor shall obtain facility and personnel clearances, as required by the Department of Industrial Security Program prior to starting work under this contract.

b. All personnel performing classified tasks under this delivery/task order shall possess, at minimum, a DoD Industrial Security Clearance of at least Confidential (C), or S for all personnel assigned to perform work on board U.S. Navy ships; or TS/SCI if the tasking or access requires that level of clearance.

1) All SCI visit requests shall be coordinated with the CDSA Dam Neck Special Security Officer (SSO) and the COR. Additional security requirements are outlined in the attached DD Form 254 and the Block 13 attachment to the DD Form 254.

2) Contractor requests for non-SCI visit authorizations shall be submitted per DoD 5520.22M (Industrial Security Manual for Safeguarding Classified Information) as early as practicable and not later than three (3) working days prior to visit (except in cases of urgency).

(a) When a contractual relationship exists, original requests shall be delivered to the Security Officer of the activity being visited.

(b) When a contractual relationship does not exist, original requests shall be delivered to the Security Officer of CDSA Dam Neck via the COR, with the original copy of the request being forwarded to the activity being visited by the CDSA Dam Neck Security Officer.

(c) Visit requests for subcontractors shall be submitted to the appropriate Contractor Facility Security Officer (FSO) for certification of need-to-know, when applicable.

C.6 REPORTS The Contractor shall:

C.6.1 Contract Level Data Items. The Contractor shall deliver these data items, as described on the DD Form 1423, Contract Data Requirements List (CDRL) Attachment J.1 hereto, containing data at the contract (versus task order) level.

C.6.1.1 Government-Owned Property Reports. Government Owned property in the custody of the Contractor shall be reported periodically. This requirement is in addition to anything required by regulation, statute, or the assigned Government Property Administrator (GPA). This includes items loaned by the Government as well as that which is Contractor-Acquired. The Contractor shall deliver monthly, per CDRL Item Number A001 of Exhibit A to this SOW, a Government Owned Property Data Base Report.

a. Each item of Government Owned property under the contract shall be allocated to only one task order. Government Owned property utilized by multiple delivery/task orders shall be allocated to the delivery/task order that paid for it, provided it, and gets the most benefit from it.

b. All items in the report shall be sorted by task order, Government bar code, Government plant account number, and Government minor property number. This report may be combined with the same report for other task orders in effect under the contract with the following stipulation: Sort first by delivery/task order.

C.6.2 Delivery/Task Order Level Data Items. The Contractor shall deliver these data items, as described on the DD Form 1423, (CDRL) Attachment A hereto, containing data at the task order (versus contract) level. The data deliverables described here are not a requirement of this contract except as they may be cited in individual task order.

C.6.2.1 Final Report. A final report, per CDRL Item Number A002, shall be delivered at the completion of each delivery/task order and shall include, in addition to the information specified in the referenced Data Item Description (DID), a summary of all individual interim progress reports.

C.6.2.2 Interim Progress Report (Technical). Interim progress reports (technical) shall be delivered during the performance of each delivery/task order per CDRL Item Number A003.

C.6.2.3 Interim Progress Report (Funds & Man-Hours). Interim progress reports (funds & man-hours) shall be delivered during the performance of each delivery/task order per CDRL Item Number A004.

C.6.2.4 Conference Reports. The Contractor may be required by delivery/task orders to attend meetings, conferences, and working groups in support of the various delivery/task orders. Unless other criteria are described in an individual delivery/task order, conference reports shall be delivered for all meetings, conferences, and working groups attended while performing each delivery/task, in which action responsibilities, and/or milestones were assigned. Conference reports shall be delivered per CDRL Item Number A005.

C.7 PERSONNEL QUALIFICATIONS

a. It is agreed that, in pursuit of the technical objective of the individual delivery/task order, it may be necessary to utilize labor classifications included under the contract that are not planned for under the instant delivery/task order. Management, to achieve the greatest quality/cost control, may also need to adjust the number of hours expended in other labor classifications. No approvals are required to accomplish either of these management actions. Limitations on the number of total direct labor hours and costs, as described in Section B, are still applicable. Approval from the Contracting Officer is not required provided the total estimated cost of the delivery/task order is not exceeded.

b. Personnel assigned or utilized by the Contractor in the performance of this contract shall, as a minimum, be fully capable of performing the contemplated functions of the respective labor categories in an efficient, reliable, and professional manner.

c. The Program/Project Manager, System Engineer, and Applications Engineer will be the key personnel.

d. If the Government questions the qualifications or competence of any person performing under this contract, the burden of proof to sustain that the person is qualified as prescribed herein, shall be on the Contractor.

e. The Contractor shall be responsible for employing trained management, technical, and other personnel to perform work in support of this contract. The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in the task orders. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Contracting Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

C.8 PRIOR WRITTEN PERMISSION REQUIRED FOR SUBCONTRACTS: None of the services required by this contract shall be subcontracted to, or performed by, persons other than the Contractor or the Contractor's employees (or their teaming partners) without the prior written consent of the Procuring Contracting Officer.

C.9 PAYMENT OF DIRECT SUPPORT COSTS (i.e., TRAVEL, PER DIEM, MATERIAL)

C.9.1 Travel. All travel under this contract must be requested and authorized by the CDSA Dam Neck Technical Assistant (TA) or Project Manager (PM), in writing or by electronic mail, and with information copy to the COR prior to accomplishment. All travel must show the appropriate task order number, the number of people traveling, the number of days for the trip, the reason for the travel, and any high-cost or unusual costs expected. The Contractor is not authorized to perform any travel that is not in conjunction with this contract. The Contractor shall support travel costs in periodic progress reports as described in the attached CDRL, DD Form 1423, with copies of internally generated reports showing who traveled, where, why, and cost.

a. Area of Travel. Contractor personnel may be required to travel to perform work aboard a ship, in an industrial environment, or work overseas where special safety, health, and/or immigration requirements are imposed. The Contractor shall not direct-bill for any costs associated with these requirements. These costs shall be included as an indirect cost.

b. Reimbursable Travel Costs. Except as otherwise provided below under non-reimbursable travel costs, the Contractor will be reimbursed for authorized travel costs per the Joint Travel Regulation (JTR) in effect at the time of the travel, plus applicable Defense Contracts Audit Agency (DCAA) approved burden rate(s). **No fee** will be allowed on travel and per diem costs.

c. Non-Reimbursed Travel Costs. Travel performed for personal convenience and daily travel to and from work at the Contractor's facility will not be reimbursed as a direct charge. Travel costs incurred in the replacement of personnel will not be reimbursed when such replacement is accomplished at the Contractor or employee's convenience. Relocation costs and travel costs incident to relocation are not allowable and will not be reimbursed under the resultant contract unless otherwise negotiated into contract award.

e. Shipboard Stays. Whenever work assignments require temporary duty aboard a Government vessel (owned or leased) or a commercial vessel contracted to perform a service, the Contractor will be reimbursed at the per diem rates identified in the JTR. Contractor employees embarked on submarines shall be entitled to a pay differential equal to 25% of their basic pay for the period the submarine is actually submerged.

f. Common Carriers. The Contractor shall be reimbursed for the actual cost of transportation incurred by its personnel not to exceed the cost of coach/tourist class to the extent that such transportation is necessary for the performance of the services hereunder and is authorized by the Contracting Officer in the task order.

NOTE: Travel fares and costs in excess of the normal coach/tourist class rates will be allowed only when acceptance of such rate would have an adverse effect on the mission being performed. Any excessive travel must be approved, by the Contracting Officer, prior to the travel accruing or it may not be reimbursed.

g. Privately Owned Vehicles. When authorized by the Contracting Officer, which includes authorization within a delivery/task order, the use of privately owned conveyances within CONUS by the traveler will be reimbursed as allowed by the JTR. Distances between points shall be as shown on standard highway mileage guides. Any deviations from standard distances shall be explained on the internally generated report that accompanies the periodic report (see paragraph C.9.1.a).

h. Vehicle Rental/Lease. The Contractor shall be entitled to reimbursement for mid-size (or smaller) automobiles, exclusive of non-business mileage and fuel charges, as authorized by the Contracting Officer, which includes authorization within a delivery/task order, when the travel is required to be performed outside 50 miles radius of the employee's local facility.

1) Rental cars will be authorized at a rate of one (1) vehicle for every three (3) travelers per trip. A trip is defined herein as all travelers traveling to the same location at the same time (within 24 hours). The employee authorized the rental car shall be responsible for transporting all other travelers in the team.

2) Vehicles other than mid-size or smaller, will not be authorized without prior written approval by the Contracting Officer, which includes authorization within a delivery/task order, if the cost of such vehicle is greater than the same rental company's same-sized, mid-size, or smaller automobile.

3) Any deviation in the number, size, or type of vehicle requires prior written approval of the Contracting Officer, which includes authorization within a delivery/task order.

C.9.2 Material. The cost of materials furnished pursuant to specific authorization by the Contracting Officer shall be reimbursed at the Company's invoice cost, less any discounts to be taken plus applicable DCAA approved burden rate(s). **No fee** will be allowed on material cost. Expendable material costs for items such as office supplies, report paper, diskettes, compact discs, printer ribbons, toner cartridges, printer wheels/thimbles, drafting equipment, and tools of the trade items such as word processing and reproduction equipment or any equipment that is normally found in an office shall be absorbed by the Contractor in its applicable burden rate unless required as a deliverable under a delivery/task order. However, if it is per the DCAA approved accounting practice to direct such charges as word processors, computers, etc., and the Contractor identifies this in its cost proposal, these costs will be an allowable direct charge. The Contractor shall support material costs in periodic progress reports with copies of internally generated reports showing what was bought, from whom, quantity, unit cost, and extended cost.

C.10 Training. The Contractor is expected to provide fully trained and competent personnel to accomplish the various tasking. No costs associated with the training of Contractor personnel will be reimbursed. The title of the event is irrelevant (conference, seminar, symposium, etc.); if there is a fee charged to participate, it is considered training and will not be reimbursed.

NOTE: Notwithstanding the above, it is understood that the Government may order services requiring knowledge and skills of a newly emergent technology. The Contracting Officer may, on a case basis, authorize the expenditure of Government funds for the training of Contractor personnel. Such authorization must be explicit in the delivery/task order, including modification thereof.

C.11 DEFINITION OF STRAIGHT TIME, OVERTIME, AND FLEX-TIME

C.11.1 Straight Time. Defined as a workweek of 40 hours per FAR 22.103-1).

C.11.2 Overtime. Defined as any time worked by a Contractor's employee in excess of the employee's normal workweek and in excess of 40 hours per week per FAR 22.103-1. Overtime shall be used only upon prior approval, by the Contracting Officer, including approval within a delivery/task order.

C.11.3 Flex-Time. Not defined, nor recognized, by the FAR and, therefore, any flex-time plan proposed by the Contractor must be submitted to the Contracting Officer for approval prior to implementation.

HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (SEP 1990)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in Proposal _ dated _ in response to NAVSEA Solicitation No. N00024-_.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

*TO BE COMPLETED AT TIME OF AWARD

HQ C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

CLAUSES INCORPORATED BY FULL TEXT

DdI-C40 INFORMATION SYSTEMS (IS) SECURITY AND ACCREDITATION

Contractor Provision of IS Resources

Except in special circumstances explicitly detailed elsewhere in this document, the Contractor shall provide all IS resources needed in the performance of this contract. IS resources include, but are not limited to, computers, software, networks, and addresses.

Contractor Use of NSWCCD IS Resources

In the event that the contractor is required to have access to NSWCCD IS resources, the login name (common id) and associated information shall be registered with the NSWCCD site issuing authority.

If this contract requires that the contractor be granted access and use of NSWCDD IS resources (at any site), the IS shall be accredited for contractor use in accordance with procedures specified by the IS Security Office. The accreditation shall include COR certification that the use and access is required by this contract.

Connections Between NSWCDD and Contractor Facilities

If there is a requirement (specifically delineated elsewhere in this contract) for interconnection between any facilities and/or ISs owned or operated by the contractor, such interconnection shall take place only after approval from the NSWCDD IS Security Office. All such connections as well as the ISs connected thereto will be accredited (operated at an acceptable risk) by the appropriate NSWCDD Designated Approving Authority (DAA) and comply with the requirements of DODDIR 5200.28 regarding Memorandums of Agreement. All such connections will be made outside the appropriate NSWCDD firewall.

Accreditation of Contractor-owned ISs

The Government reserves the right to have all contractor owned ISs used in the performance of this contract accredited by the cognizant DAA.

Use of Contractor Personnel to Perform IS Security Tasking

General – Personnel performing IS security related tasking must have successfully completed training and demonstrate proficiency in the following areas: Information System Security Awareness, Security Domains, Incident Handling, and Auditing Concepts.

Architecture Specific – Personnel assigned to perform IS security related tasking for a specific area must be trained and demonstrate proficiency in that area. Typical examples include, but are not limited to: networking, processing classified information, Internet Protocols, Unix, Novell, and Microsoft operating systems.

Replacement or New IS Security Personnel - The contractor shall provide evidence that new and replacement IS personnel, unless they are Key Personnel, meet the above requirements and forward such information to the COR for review and approval by the Information Systems Security Office. Failure to meet the requirements herein may result in rejection of the person or persons. Replacement of IS personnel designated as Key Personnel will be in accordance with the Key Personnel provision contained herein.

HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (NOV 1996)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer data base does not meet the minimum functional requirements of this contract. In the event there is any routine to disable the computer software or computer

data base in the future, that date certain shall not be less than 25 years after the delivery date of the computer software or computer database.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

Section D - Packaging and Marking

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HQ D-1-0001 DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

Section F - Deliveries or Performance

PERIOD OF PERFORMANCE

The period of performance for this contract shall be from date of award until 60 months thereafter. The period of performance for each Delivery/Task Order shall be as indicated on the Delivery/Task Order.

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Ddl-F20 RECEIVING HOURS OF OPERATION

All deliveries to the Receiving Officer, Dahlgren Division, Naval Surface Warfare Center, Dahlgren, VA shall be made Monday through Friday from 7:00 a.m. to 2:30 p.m., local time. Deliveries will not be accepted after 2:30 p.m. No deliveries will be made on government holidays.

RECEIVING HOURS OF OPERATION

All deliveries to the Receiving Officer, Combat Direction Systems Activity, shall be made Monday through Friday from 8:00 a.m. to 3:30 p.m., local time. Deliveries will not be accepted after 3:30 p.m. No deliveries will be accepted on government holidays

Ddl-F40 CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

Section G - Contract Administration Data

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DdI-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

The payment office shall ensure that each payment under this contract is made in accordance with the accounting classification reference numbers (ACRNs) shown on each individual invoice. ACRNs are cited by the contractor on each invoice in accordance with clause 5252.232-9000, 5252.232-9001, or 5252.232-9003, as appropriate.

DdI-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

1. Procuring Contracting Officer (PCO):

- (a) Name: Amy T. Richards
Address: Code: XDS111
Dahlgren Division
Naval Surface Warfare Center
17320 Dahlgren Road
Dahlgren, Virginia 22448-5100
Phone: (540) 653-7478 FAX: (540) 653-7088
E-mail: amy.t.Richards@navy.mil

(b) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in any of the requirements of this contract or orders issued there under and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO's. The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. In the event the contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

2. Contract Specialist:

- (a) Name: Sharon M. Jones
Address: Code: XDS115
Dahlgren Division
Naval Surface Warfare Center
17320 Dahlgren Road
Dahlgren, Virginia 22448-5100
Phone: (540) 653- 7093; FAX: (540) 653-7088
E-mail: Sharon.m.jones@navy.mil

(b) The Contract Specialist is the representative of the Contracting Officer for all contractual matters.

3. Administrative Contracting Officer (ACO)

- (a) Name: [*]
Address: [*]
Phone: [*]

(b) The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Agency (DCMA) is designated as the authorized representative of the Contracting Officer for purposes of administering this contract in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished, technical cognizance is retained by the Naval Surface Warfare Center, Dahlgren Division.

4. Contracting Officer's Representative (COR):

- (a) Name: Marsha Ambrose
 Address: Code F11
 Combat Direction System Activity
 1922 Regulus Avenue
 Virginia Beach, VA 23461-2097
 Phone: (757) 492-6172; FAX: (757) 492-8105
 E-mail: marsha.ambrose@navy.mil

(b) The COR is the PCO's appointed representative for technical matters. The COR is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the contract or to otherwise change any contract requirements. An informational copy of the COR appointment letter which provides a delineation of COR authority and responsibilities is provided as an attachment to this contract.

5. Alternate Contracting Officer's Representative (ACOR):

- (a) Name: Michael Haag
 Address: Code F11
 Combat Direction System Activity
 1922 Regulus Avenue
 Virginia Beach, VA 23461-2097
 Phone: (757) 492-6172; FAX: (757) 492-8105
 E-mail: Michael.t.haag.navy.mil

(b) The ACOR is responsible for COR responsibilities and functions in the event that the COR is unavailable due to leave, illness, or other official business. The ACOR is appointed by the PCO; a copy of the ACOR appointment is provided as an attachment to this contract.

6. Paying Office

- (a) Name: [*]
 Address: [*]
 Phone: [*]

(b) The Paying Office makes all payments under the contract.

(c) *(DFAS Charleston only)* For the status of invoices and for payments of all types of commercial orders, contact DFAS Charleston Operation, Customer Service, Charleston, S.C. on (800) 755-3642 or (843) 746-6211. The office is open from 8:00 AM to 4:00 PM local time.

[*] -- to be completed at contract award

Ddl-G11 CONSENT TO SUBCONTRACT

The following subcontractors were evaluated during contract negotiations.

[to be completed at contract award]

This evaluation satisfies the requirements for advance notification or consent pursuant to 52.244-2.

Ddl-G20 ORDERING (INDEFINITE DELIVERY TYPE CONTRACTS)

(a) Ordering: All NSWCD Warranted Contracting Officers are authorized ordering officers. Supplies or services to be furnished under this contract shall be furnished at such times as ordered by the issuance of Orders on DD Form 1155 by the Contracting Officer. All orders are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order.

(b) Ordering Procedures:

(1) Orders issued shall include, but not be limited to the following information (when applicable):

- (i) Date of order.
- (ii) Contract and order number.
- (iii) Type of Order
- (iv) Appropriation and accounting data.
- (v) Description of the services to be performed.
- (vi) Description of end item(s) to be delivered.
- (vii) DD Form 254 (Contract Security Classification Specification)
- (viii) DD Form 1423 (Contract Data Requirements List), if data to be delivered under the order is not listed on the DD Form 1423 included in this contract.
- (ix) The individual responsible for inspection/acceptance.
- (x) Period of performance/delivery date.
- (xi) Estimated number of labor hours for each applicable labor category if a LOE order.
- (xii) The estimated cost plus fixed fee or ceiling price for the order.
- (xiii) List of Government furnished equipment, material, and information.

(2) Oral orders may be placed only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written Order on DD Form 1155 within two working days.

(c) Modifications of Orders: Orders may be modified only by the Contracting Officer and may be modified orally by the Contracting Officer in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within two working days from the time of the oral communication modifying the order.

(d) The Cost Plus Fixed Fee or Ceiling Price for each Order may not be changed except when authorized by a modification to the Delivery/Task Order.

(e) Unilateral Orders. Delivery/Task Orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Contracting Officer may require the contractor to perform and any disagreement shall be deemed a dispute within the meaning of the "Disputes" clause.

Ddl-G21 TYPES OF ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS

(a) The decision on whether or not the Order will be Cost-Plus-Fixed Fee (Completion) or Term (Level of effort) will be made dependent on the amount of detail the specification/statement of work provides. Each Request for Quotation sent to the Contractor shall state the type of order deemed appropriate by the Government. In the event the Contractor disagrees with the Government's assessment, the Contractor shall notify the Contracting Officer within five working days. The Contracting Officer will attempt to reach an agreement with the Contractor on the type of order to be negotiated. Any disagreement between the Contractor and Contracting Officer, with respect to order type, shall constitute a dispute under the clause of the contract entitled "Disputes."

(b) The completion form describes the scope of work by stating a definite goal or target and specifying an end product. This form of contract normally requires the contractor to complete and deliver the specified end product (e.g. a final report of research accomplishing the goal or target) within the estimated cost as a condition for payment of the entire fixed fee. In the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(c) The term form describes the scope of work in general terms and obligates the contractor to devote a specified level of effort for a stated time period. Under this form, if the performance is considered satisfactory by the Government, the fixed fee is payable at the expiration of the agreed-upon period and upon contractor certification that the level of effort specified in the order has been expended in performing the contract work.

Ddl-G22 TASK/DELIVERY ORDER PROPOSAL REQUIREMENTS

(a) The contractor shall submit proposals for orders in response to written requests issued by the Contracting Officer. Proposals shall be provided within five (5) working days after receipt of the request. The request will identify the projected order type and period of performance. For term-type orders, the Government's estimate of the labor mix and level-of-effort will be provided as well as the estimate for direct travel and materials. A copy of the Statement of Work with deliverable requirements will also be provided.

(b) Proposals shall contain, as a minimum, the following information. This requirement applies equally to the level of detail required from the prime contractor and, if applicable, each proposed subcontractor. Additional information, unique to the order will be specified in the request. This may include a requirement for a brief statement of technical approach and schedule for completion type orders.

(1) Proposed direct labor to include contract and contractor labor category, proposed direct hours (separately identified as regular and UT, if applicable), proposed hourly rate (undecrement and decremented), and extended direct labor dollars for each individual. If new personnel are proposed to be added, resumes in the format provided in Section H shall be included. Vacancies shall be described in terms of projected availability date. For term orders, any variances from the Government estimate shall be addressed and justified.

(2) Other direct costs – For term orders, any variances from the Government estimate shall be identified and justified. For completion orders, a description and associated dollars for each ODC item shall be provided. In addition, provide the rationale for the amount proposed.

(3) Travel – For term orders, any variances from the Government estimate shall be identified and justified. For completion orders, identify the point of origin and destination, length of trip (including transit time), number of travelers, and number of trips. Costs shall be broken down into transportation, per diem, rental car, personal mileage, etc., with a total provided for each trip.

(4) Indirects – Provide rates and associated dollars for each proposed indirect pool (i.e, fringe, overhead, G&A, material handling, etc.,)

(5) Include planned expenditure charts showing projected labor-hour and dollar expenditures on a monthly basis.

(c) The contractor shall deliver to the Government all order proposals via electronic (Internet) transmission to the maximum extent practicable. Although not bearing original signatures, the Government will consider all such deliveries to carry the same force and effect as if submitted in hard copy and bearing original signatures of the contractor.

(d) The contractor shall provide a copy of each order's proposal directly to the COR at the same time the proposal is submitted to the Contracting Officer.

Ddl-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

(a) Travel Costs (Including Foreign Travel)

(1) Air: The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellation under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.

(2) Non-reimbursable Travel: The following travel shall not be reimbursed hereunder: travel performed for personal convenience, daily travel to and from work at the contractor's facility (i.e., designated work site) or to and from NSWCD when NSWCD is the designated work site.

(b) Training

The Government will not allow costs, nor reimburse costs associated with the contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the COR/C.O. Attendance at workshops or symposiums is considered training for purposes of this clause.

(c) General Purpose Office Equipment (GPOE) and Information Technology (IT)

The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The contractor is expected to have the necessary facilities to perform the requirements of this contract, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources.

Ddl-G41 PAYMENT OF FIXED FEE (COST PLUS FIXED FEE)

(a) Subject to the withholding provisions of this clause, and any other adjustments required by other contract clauses, the fixed fee shall be paid in installments.

(b) The amount of each fee installment shall be billed at [*]% of allowable costs. This percentage reflects the ratio of total contract fixed fee to total contract estimated cost.

(c) In accordance with FAR 52.216-8 FIXED FEE in Section I of this contract, the Contracting Officer has established a withholding of 15% of funded fixed fee, not to exceed \$100,000. The contractor's provisional payment vouchers may invoice fee at the percentage cited in paragraph (b) above, up to 85% of the funded fixed fee.

[*] -- to be specified at contract award]

5252.232-9001 SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 2 copies, to the contract auditor* at the following address:

unless delivery/task orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to the COR and Contract Specialist. Following verification, the contract auditor* will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery/task order. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number (ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

_____ is required with each invoice submittal.

_____ is required only with the final invoice.

X is not required.

(f) A Certificate of Performance

X shall be provided with each invoice submittal.

_____ is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The contractor shall provide an English translation if the vendor invoice is written in a foreign language.

Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURES

- (a) This is a performance-based contract as defined in FAR Part 37.6 Contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan (QASP) included as attachment J.5.
- (b) The QASP defines that this review and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site.

<http://cpars.navy.mil>

KEY PERSONNEL – DESIRED QUALIFICATIONS

To perform the requirements of the Statement of Work, the Government desires personnel with the following experience:

PROGRAM/PROJECT MANAGER

It is desired that the Program/Project Manager have 5 years of full-time professional experience in managing programs of similar scope and complexity as those in the Statement of Work.

SYSTEMS ENGINEER, E - SENIOR

It is desired that the Systems Engineer have ten years experience in providing technical support related to the design, development, production, or testing of electronic systems. This desired experience shall include six years of hands-on experience in installation, troubleshooting, repairing, and/or testing of any one major shipboard system/equipment. The desired requirement for full time experience precludes concurrent experience on more than on system/equipment unless they are all equivalent in complexity and maintenance philosophy.

APPLICATIONS ENGINEER, E - SENIOR

It is desired that the Applications Engineer have five years of full-time professional experience in the Computer Science, Computer Engineering, or Electrical Engineering field. It is desired that this individual have the ability to investigate, troubleshoot, and design solutions to problems in operational hardware and software. This individual should have the ability to performs a range of design development and analysis, generate complete design specifications for more complex projects, and be able to work with personnel on all levels to comply with requirements and specifications.

NON-KEY PERSONNEL QUALIFICATIONS

The contractor's aggregate of technicians shall be experienced in system installation, trouble shooting, maintenance, technical analysis, as well as board and unit level diagnostics. These Technicians shall be proficient enough in the crypto logic systems to be able to provide effective classroom and refresher training.

Ddl-H10 EMPLOYMENT OF US GOVERNMENT PERSONNEL RESTRICTED

In performing this contract, the Contractor shall not use as a consultant or employ (on either a full or part time basis) any active duty U.S. Government personnel (civilian or military) without the prior written approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or U.S. Government instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

Ddl-H11 CHANGES IN KEY PERSONNEL

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) The contractor agrees that during the first **120 days** of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- (1) An explanation of the circumstances necessitating the substitution;
- (2) A complete resume of the proposed substitute;
- (3) The hourly rates of the incumbent and the proposed substitute; and
- (4) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.

(d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

Ddl-H12 KEY PERSONNEL – POST AWARD ADMINISTRATION

Upon contract award, the desired qualifications as stated herein, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes (in the format provided in the clause RESUME FORMAT AND CONTENT REQUIREMENTS) shall be submitted to the Contracting Officer, and approved, prior to the individual being allowed to charge to the contract.

Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

Requests for post award approval of additional and/or replacement key personnel may be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist at Sharon.m.jones@navy.mil and the Contracting Officer's Representative (COR) marsha.ambrose@navy.mil. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

DdI-H16 RESUME FORMAT AND CONTENT REQUIREMENTS

All resumes submitted under this contract shall be provided in the following format.

- (a) COMPLETE NAME
- (b) CONTRACT LABOR CATEGORY
- (c) CONTRACTOR'S LABOR CATEGORY
- (d) CURRENT EMPLOYER
- (e) AVAILABILITY (state as a percentage of a total man year. Note whether individual is proposed or is working as a key person on another requirement and, if so, provide explanation as to how both requirements will be satisfied).
- (f) LEVEL OF SECURITY CLEARANCE
- (g) CURRENT WORK LOCATION
- (h) PLANNED WORK LOCATION (If the planned work location is other than the offeror's primary location supporting this effort, the nature of the proposed individual's planned contribution shall be discussed.)
- (i) WORK EXPERIENCE -- Show experience and dates as follows:

Name of Employer; 6 years 4 mos.; 10/91 - 2/98; Position Title

Work experience shall be presented in separate paragraphs, clearly marked with proper category of experience (Qualifying Experience; Non-Relevant Experience -- If relevant and non-relevant experience was obtained while at the same employer, separate time periods shall be noted for each assignment.) All qualifying experience shall be presented in a level of detail that will permit the evaluator to make a clear connection between the experience and the stated qualifications for the labor category. Specific examples of work assignments, accomplishments, and products shall be provided. Phrases such as "assisted with", "participated in", or "supported" are unacceptable except as introductory to a detailed description of the actual work performed. In addition, the resume for the Project Manager shall list previous contracts or tasks under which he/she had technical and management responsibility including contract number and customer point of contact.

All military experience claimed shall be described such that each tour is treated as a separate employer. Time frames/titles/ responsibilities shall be provided at the level of detail proscribed by above. Military experience not documented in this manner may not be considered.

Contractors shall avoid gaps in experience as time unaccounted for may lead to confusion and need for clarification.

The cut-off date for any experience claimed shall be the date the resume is certified (see paragraph (k) below).

- (j) EDUCATION -- Show all post-secondary as follows:

Degree(s); Date(s); Institution; Major/Minor

If non-degreed, if the degree is in an unrelated field, or if formal training falls short of a degree, the Government may evaluate additional specific experience/education substituted in lieu of the degree qualification. Such work

experience(s) shall be described at the level of detail discussed above or it may not be evaluated. Experience cited as a substitute for the degree qualification may not also be credited toward fulfillment of labor category experience requirements. Specific classes submitted for consideration shall be identified together with applicable training institution and completion date.

(k) CERTIFICATION -- A certification of correctness of information signed and dated by both the person named and the contractor. The employee certification shall include the following statement: CERTIFICATION: "I certify that the education and experience described herein is complete and accurate in all respects. I consent to the disclosure of my resume for NSWCDD Solicitation/Contract N00178-05-R-1020 by (insert Company name) and intend to make myself available to work under the contract to the extent proposed."

Employee Signature and Date

Contractor Signature and Date

Resumes without this certification will be unacceptable and will not be considered. The employee and contractor certifications shall not be dated earlier than the issue date of this solicitation or effective date of contract, as appropriate.

If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

Ddl-H40 FUNDING PROFILE

It is estimated that these incremental funds will provide for [*] The following details funding to date:

Total				
Contract	Funds This	Previous	Funds	Balance
CPFF	Action	Funding	Available	Unfunded

[]

* if LOE enter the number of hours; if completion or supply enter items and quantities.

Ddl-H43 REQUIRED INSURANCE

(a) The following types of insurance are required in accordance with the clause entitled "INSURANCE - LIABILITY TO THIRD PERSONS" and shall be maintained in the minimum amounts shown:

- (1) Comprehensive General Liability: \$100,000 per person and \$500,000 per accident for bodily injury. No property damage general liability insurance is required.
- (2) Automobile Insurance: \$200,000 per person and \$500,000 per accident for bodily injury and \$20,000 per accident for property damage. Comprehensive form of policy is required.
- (3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of \$100,000.

(b) The policies for such insurance shall contain an endorsement that cancellation or material change in the policies, adversely affecting the interest of the Government in such insurance, shall not be effective unless the Contracting Officer approves such cancellation or change. When the coverage is provided by self-insurance, prior approval of the Administrative Contracting Officer is required for any change or decrease in coverage.

DdI-H50 NOTICE OF INCORPORATION OF SECTION K

Section K of the solicitation (Representation, Certifications and Other Statements of Offerors) will not be distributed with the contract; however, it is incorporated in and forms a part of the resultant contract as though furnished in full text therewith.

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>ALLOTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
	\$	\$	

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs _ are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

SEA 5252.245-9108 GOVERNMENT-FURNISHED PROPERTY (PERFORMANCE) (SEP 1990)

The Government will provide property as indicated on individual orders placed under this contract.

HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this contract may create a potential organizational conflict of interest on the instant contract or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the contract for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this contract for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this contract; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

(o) Specifically, under this contract, the contractor will have access to proprietary data of another company in the performance of engineering support services for the Government. The contractor shall also provide engineering and technical recommendations for changes to the system, but will not have overall contractual responsibility for its production. The contractor shall not provide such services if the services relate to the contractor's own or a competitor's products or services unless proper safeguards are established to ensure objectivity.

(p) FAR 9.502 (b) provides the following applicability:

Organizational conflicts of interest are more likely to occur in contracts involving systems engineering and technical direction work performed by a contractor that does not have overall contractual responsibility for development or production.

(q) The inclusion of an organizational conflict of interest clause appears to be a reasonable approach to prevent the existence of conflicting roles that might bias a contractor's judgment. Inclusion of such a clause would preclude a situation in which the contractor would misuse proprietary information, provide technical direction referring its own

or collateral contracting services, thus assuring the Government of obtaining unbiased advise as to the proposed recommendations.

(r) FAR 9.505-3 and FAR 9.505-4 most appropriately reflects the efforts to be performed under the proposed contract. FAR 9.505-3, providing technical evaluation or advisory services, eliminates the contractor from advising the Government concerning its own products or activities, without proper safeguards to ensure objectivity and protect the Government's interest. FAR 9.505-4 obtaining access to proprietary information, requires the contractor to agree with other companies to protect their information from unauthorized use or disclosure for as long as it remains proprietary and refrains the contractor from using the information for any purpose other than that for which it was furnished. The Contracting Officer will obtain copies of these agreements and ensure that they are properly executed.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2003
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
52.215-2	Audit and Records--Negotiation	JUN 1999
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data--Modifications	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data--Modifications	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	OCT 1997
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	APR 2002
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	DEC 2001
52.225-13	Restrictions on Certain Foreign Purchases	DEC 2003
52.226-1	Utilization Of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.230-2	Cost Accounting Standards	APR 1998

52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	JUN 1996
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.237-10	Identification of Uncompensated Overtime	OCT 1997
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-2 Alt I	Subcontracts (Aug 1998) - Alternate I	AUG 1998
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	DEC 2004
52.245-5	Government Property (Cost-Reimbursement time-And-Material, or Labor Hour Contracts)	MAY 2004
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.219-7011	Notification to Delay Performance	JUN 1998
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.225-7001	Buy American Act And Balance Of Payments Program	APR 2003
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995

252.227-7015	Technical Data--Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.227-7039	Patents--Reporting Of Subject Inventions	APR 1990
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests	JAN 2004
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

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52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed _____ or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(End of provision)

5252.216-9122 This clause is applicable to and Level of Effort task issued under the contract.

LEVEL OF EFFORT (INDEFINITE DELIVERY)

(a) It is estimated that the following **technical** level of effort will be required by the contractor for performance of the work specified herein:

(b) The level of effort for this contract shall be expended at an average rate of approximately { } Hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(c) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions

of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(d) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(e) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \frac{\text{Fee (Required LOE - Expended LOE)}}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(f) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(g) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost under-run; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an under-run in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(h) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

Section J - List of Documents, Exhibits and Other Attachments

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Ddl-J10 LIST OF ATTACHMENTS

Attachment J.1 – Contract Data Requirements List, DD1423

Attachment J.2 – Contract Security Classification Specification, DD254

Attachment J.3 – Contracting Officer's Representative Appointment Letter

Attachment J.4 - Alternate Contracting Officer's Representative Appointment Letter

Attachment J.5 – Quality Assurance Surveillance Plan

Ddl-J20 ATTACHMENT - VALUE ENGINEERING GUIDE

Navy Value Engineering Guide for Contractors

1. Introduction.

The Navy has revitalized its Value Engineering (VE) program based on direction from the highest levels within the Department. This renewed VE effort is evident in the annual VE savings goals and training requirements already promulgated throughout the Navy Contracting System. To monitor and enhance the effectiveness of this initiative, the achievement of VE objectives has been incorporated, where appropriate, into Navy personnel performance appraisals. The policy of realizing maximum VE application in Navy contracts is being implemented and carefully reviewed throughout all levels of the Department of the Navy. However, to ensure this program's success, the active support, cooperation, and participation of the contractor community is required. We strongly invite your interest and involvement in the VE program, and believe that the mutual benefits realized thereby will be readily apparent in the following overview of VE methodology and procedures.

2. Definitions, Policy and Procedures.

a. VE is a process of systematically analyzing functional requirements to achieve the essential functions in the most cost effective manner consistent with requisite performance, reliability/maintainability, and safety standards. It shares the same basic objectives and philosophy as other value improvement terms such as Value Analysis, Value Control, Value Management, etc. As a management discipline, VE has been successfully applied across the entire spectrum of the acquisition and support process. Its application is not and should not be limited by the term "engineering" to hardware design and production. VE is a fundamental approach which challenges even basic premises (including the need for the product's existence) in light of viable substitutes. Because of this perspective, VE may be applied to systems, equipment, facilities, procedures, methods, software and supplies. VE's

application in these various areas has resulted in more suitable products, cost savings and increased profits to the contractors.

b. Contractors participate in the Navy VE program by two (2) means:

(1) Voluntarily suggest methods for performing more economically and share in any resulting savings. Known as the "incentive" approach.

(2) Comply with contract clauses which require a specific program be established to identify and submit to the Government methods for performing more economically. This requirement is incorporated as a separate priced line item of the contract and must meet minimum requirements of MIL-STD-1771. Known as the "Program Requirement" or "Mandatory" approach.

c. Basic policies for the VE program are set forth in FAR 48.102. Key features include:

(1) Agencies shall provide contractors a substantial financial incentive to develop and submit VECP's.

(2) Agencies shall provide contractors objective and expeditious processing of VECP's.

(3) Agencies shall encourage subcontractors to submit VECP's by requiring the prime to incorporate VE clauses in appropriate subcontracts.

(4) VE incentive payments do not constitute profit or fee within the limitation imposed by 10 U.S.C. 2036(d) and 41 U.S.C. 254(b).

d. VECP's can significantly increase profit. Contractors may share up to 55% of net savings, 50% of royalties and 20% of annual collateral savings when their cost reduction idea are adopted.

e. VE program output can be considerably improved through the formal training of the personnel involved. Such training is available on-site from private VE consultants and varies from straight classroom instruction to actual "hands-on" in-house VE projects guided by the instructor. This type of training may be tailored to the company's needs. The Government has two VE courses available. The "Contractual Aspects of VE" (CAVE), taught by the United States Air Force Institute of Technology School of Systems and Logistics at Wright Patterson Air Force Base; and the "Principles and Applications of VE" (PAVE), taught by the Army Management Engineering Training Activity at Rock Island. Both the CAVE and PAVE courses are open to Government contractor personnel on a space available basis and attendance is encouraged.

3. VE Methodology.

It is unnecessary for contractors to "reinvent the wheel" by making large investments of time/energy/money to develop formal VE analysis techniques. A formal methodology consisting of seven (7) distinct elements has already been developed, tested and proven in extended use over the years. This methodology (as shown in the DOD Manufacturing Management Handbook for Program Managers) may be applied from the component level up to and including entire systems. In specific cases, some elements may be considered "givens" and rigidly following the elements in sequence may not be necessary. These seven (7) elements are :

(1) VE Project Selection - The choice of system, service, hardware, component, requirement, etc., for VE application.

(2) Determination of Function - Analysis and definition of the function of the selected VE project to answer the question. "What does it do?" The function itself may be questioned (i.e., is it necessary?).

(3) Information Gathering - Collection and assembly of all necessary information concerning the VE item selected. Allows the VE personnel to become intimately familiar with the item while answering the questions, "What does it cost?" and "What is this function worth?"

(4) Development of Alternatives - Perhaps the most important element of the seven. Where an alternative is being sought, the use of free imagination, tempered with experience, will develop the best ideas. In initial "brainstorming" sessions, all ideas, even the wildest, should be duly recorded and considered. Don't constrain yourself to a conservative approach at this time. This element will provide an answer to the question, "What else can perform this function?"

(5) Analysis of Alternatives - Through this analysis, it is possible to "weed out" those ideas which appear technically or financially unfeasible. This analysis permits the selection of an alternative(s) for further feasibility testing based on the resulting cost estimates. This element answers the question, "What is the cost of the alternative(s)?"

(6) Feasibility Testing and Function Verification - Determines that the selected alternative(s) can perform the required function and are technically feasible. A variable alternative must provide the essential functional performance and be capable of being implemented. This element provides answers to the questions, "Are the alternatives technically feasible?" and "Does the alternative provide the essential function?"

(7) Preparation and Submission of Proposals - The final section, documentation and formal VECP preparation of the alternative. The VECP must be prepared and submitted in accordance with the requirements of the contract.

Additional detailed guidance in utilizing formal VE methodology may be found in DOD Handbook 5010.8-H "Value Engineering" as well as in courses called out in paragraph 2e above.

4. Sharing Mechanisms.

VE shall be implemented in Navy contracts by clauses identifying either the "incentive" or "mandatory" methods discussed in paragraph 2b above. The following table summarizes possible sharing arrangements under the different methods and by type of contract.

GOVERNMENT/CONTRACTOR SHARES OF NET ACQUISITION SAVINGS (figures in percent)

Sharing Agreement

Incentive
(Voluntary)

Program Requirement
(Mandatory)

Contract
Concurrent
Type
contract
rate

Instant

contract
and future
rate
rate

Concurrent

and future

rate

Instant

Fixed-price (other than incentive) 75/25	75/25	50/50	50/50
Incentive (fixed-price or cost) *	75/25	*	50/50
Cost-reimbursement (other than incentive) 85/15	85/15	75/25	75/25

*Same sharing arrangements as the contract's profit or fee adjustment formula.

**Includes cost-plus-award-fee contracts.

A contractor may be entitled to share in VE savings in two (2) different ways. The first results from savings on the acquisition of the product. Acquisition savings may accrue on your current contract, on other concurrent contracts where the VECP savings applies and on future contracts which incorporate the VECP. The other type of savings is collateral savings. Collateral savings are those in any other area such as logistics support, operations or other ownership savings which accrue to the Government as a result of accepting a VECP. The contractor is entitled to share in both acquisition savings and collateral savings. The extent of the sharing and types of savings shared are to be negotiated on a case-by-case basis depending on the nature of the VECP and subject to the sharing limits of the above table.

Section K - Representations, Certifications and Other Statements of Offerors

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52.222-25	Affirmative Action Compliance	FEB 1997
52.222-38	Compliance with Veteran' Employment Reporting Requirements	DEC 2001
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003

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52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.215-6 PLACE OF PERFORMANCE (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, () intends, () does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) () It has, () has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [] it has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

(a) "Definitions."

As used in this provision --

(a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclosure such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

Ddl-K20 AUTHORIZED NEGOTIATORS

The offeror shall provide the name and telephone number of personnel authorized to negotiate on behalf of the offeror:

In addition, the offeror shall provide a facsimile number and an email address to which correspondence and documents may be forwarded to the offeror, both prior to contract award and following contract award:

Facsimile: _____

Email: _____

Section L - Instructions, Conditions and Notices to Bidders

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Ddl-L10 PROPOSAL PREPARATION REQUIREMENTS

Offerors are required to prepare their proposals in accordance with the following organization, content and format.

(a) SOLICITATION, OFFER AND AWARD DOCUMENTS (SF 33 - RFP)

(1) This document, which may be used as part of the contract award document, shall be fully executed and returned as a separate document from the technical/management and cost proposals. Special attention should be taken to accurately enter the prices required in Section B, complete the fill-ins in Section(s) B, complete all Representations and Certifications in Section K and ensure that an authorized person signs the offer in Block 17 of Page 1. This document shall not be embellished with any covers or binding.

(2) Offerors are encouraged not to take exceptions to this solicitation, however, any exceptions taken to the specifications, or terms and conditions of this solicitation shall be identified in a cover letter and explained in detail in the appropriate section of the technical proposal.

(b) TECHNICAL PROPOSAL

The technical proposal consists of the following Items:

- a. Description of Technical Understanding and Commitment to providing quality services in response to Statement of Work Requirements and Key Personnel Staffing Matrix
- b. Key Personnel Resumes
- c. Subcontracting/Team/Consulting Agreement
- d. Past Performance
- e. Contract Mandatory Requirements
- f. Management Plan

(1) The technical proposal shall not contain any reference to cost and shall be prepared in accordance with the following guidelines and the TECHNICAL PROPOSAL specific requirements below.

(2) The **Technical Proposal** should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation. Statements such as "the offeror understands", "will comply with the statement of work," "standard procedures will be employed", "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed. The technical proposal shall not exceed 10 pages in its discussion of management, technical, corporate experience, personnel and facilities, except that additional pages will be allowed for resumes and matrices.

(3) Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, expensive paper and bindings, or expensive visual and other presentation aids are neither necessary nor desired.

(4) In the event any portion of the technical proposal is written by anyone who is not a bona fide employee of the firm submitting the proposal, a certificate to this effect shall be furnished. It must be signed by a responsible officer of the offeror and shall show the author's name, employment capacity, the name of the person's firm, the relationship of that firm to the offeror's, and the portion of the technical proposal he/she wrote.

(5) Technical information previously submitted, if any, may not be considered by the Government; hence, any such information should not be relied upon or incorporated in the technical proposal by reference.

(6) **The Management Portion** shall demonstrate your management capability which includes the following:

- (i) Organization chart which shows the planned location of this work effort within the offeror's organization and the relationship to the location of the organization unit responsible for contract/task order negotiation and administration.
- (ii) Description of the Program/Project Manager's authority and responsibilities
- (iii) Organizational location and responsibilities for proposed Key Personnel.
- (iv) Management approach and process to ensure that the services provided under specific task orders remain non-personal in nature.
- (iv) Understanding of the progress reporting, invoicing, and task order proposal requirements of the solicitation including the ability to comply with the requirements. Specifically address the requirements to invoice at the subline item and ACRN level where multiple accounting classification citations have been provided.
- (v) Identification of the planned utilization of financial and administrative management controls and processes to manage and control resources. The proposed use of any automated tools shall be included. Cost containment initiatives shall be addressed.
- (vi) Internal control/QA process – Provide a detailed description of the internal control processes to ensure the quality and timeliness of all services performed as well as CDRL items delivered.
- (vii) Subcontractor Control – If direct subcontracting is proposed, address your policy and practice regarding the overall management of efforts performed by subcontractors. Of specific interest are the procedures to be followed in identifying specific work areas to be subcontracted and the length of time at the task order level to initiate subcontractor performance. Also of interest are the offeror's procedures for ensuring the quality of services performed and deliverables provided by subcontractors.
- (viii) Personnel Recruitment/Retention/Skills Improvement – Describe your overall personnel management program to include personnel recruitment/retention and training. Of particular interest is the offeror's ability to identify and hire individuals with hard-to-find skills in a timely manner. Also of specific interest are the offeror's policies and practices to encourage longevity with the firm and the offeror's approach toward staff development in areas which would be of direct technical benefit to this contract.
- (ix) Corporate Resources – Identify local and corporate facility and equipment resources that will be used to support orders issued under this contract. Of specific interest are facility location and size, available conference facilities, and computer hardware and software resources. Identify specific requirements for Government Furnished Equipment (GFE).

(7) Mandatory Contract Requirements

(i) Facility and Personnel Clearances

The contractor must possess and maintain facility and personnel clearances at the TOP SECRET LEVEL as required by the Attached DD Form 254.

(ii) Organizational Conflict of Interest (OCI) Certification/Mitigation Plan

The contractor shall identify by Contract Work Statement Tasking any Organizational Conflict of Interest, an appropriate mitigation plan and shall update this plan as necessary throughout the life of the contract. OCI and mitigation plan is subject to Government review and approval. The first submission of this plan shall be submitted with the offeror's response to the solicitation

(iii) Performance Based Quality Assurance Plan

The resulting contract will be awarded as Performance Based. The Government will use the standard PPIRS System to document performance evaluation. This will be accomplished on at least an annual basis. The contractor shall submit with their solicitation response a plan to document their understanding of the contract requirements, a plan of action to meet and to measure the quality of those requirements, and a schedule which will outline appropriate adjustments in cost and or fixed fee for Marginal/Unsatisfactory Performance to be administered at the delivery/task order level.

(8) Key Personnel Resumes. As part of the technical proposal, the contractor shall provide the minimum number of resumes to be submitted for each Key Person contract labor category as shown in the following table. The number of resumes specified is based on the assumption that each individual will be available on a full-time basis. If this is not the case, and a proposed Key Person will be available only on a part-time basis, additional resume(s) are required to equal the equivalent of a full-time person

KEY PERSONNEL LABOR CATEGORY	NO. OF RESUMES
Program/Project Manager, E – Senior	1
Systems Engineer, E – Senior	1
Applications Engineer, E – Senior	1

Note: All resumes shall be provided in the format identified in Ddl-H16 RESUME FORMAT AND CONTENT REQUIREMENTS.

(c) COST OR PRICE PROPOSAL

The cost proposal shall provide full supporting detail for the prices listed in Section B of the proposal and shall be prepared in accordance with the COST PROPOSAL specific requirements listed below.

(d) MARKING OF PROPOSALS

Proposals shall be submitted as separate volumes, as follows:

	Original	Copies
Volume I, Solicitation, Offer and Award (SF 33)	1	1
Volume II, Technical Proposal	1	4
Volume III, Cost or Price Proposal	1	4

The original of each volume shall be clearly identified as the "ORIGINAL" and bear original signatures. The copies shall be complete and clearly identified as "COPY."

Ddl-L33 COST PROPOSALS – SPECIFIC INSTRUCTIONS – COST REIMBURSEMENT CONTRACTS

The following instructions apply to the preparation of your Cost Proposal. The instructions herein apply equally to the prime contractor and to any consultants and/or subcontractors.

(a) Overall Project

(1) Resumes are required for all proposed professional staff, including consultants and subcontractors. Note that these individuals will be identified as Key Personnel in the contract and must be the individuals who perform the work.

(2) Identify your cognizant DCAA and ACO (DCMC) offices. Provide the name of a point of contact for each and provide current phone numbers.

(3) Your accounting system must be approved by DCAA for cost type contracts. Please indicate whether or not your accounting system has been approved. If it has not, contact your cognizant DCAA as soon as possible to arrange for this review; this can add as much as 8-12 weeks to the contract award process.

(4) Identify your fiscal year if other than the calendar year.

(5) Where copies of documents/data are requested in the following instructions, they should be submitted with the hard (paper) copies of the proposal submission.

(b) Direct Labor

(1) Provide proposed costs based on utilization of the labor categories stated below. You are reminded that the staff proposed in the technical proposal must be the same staff proposed in the cost proposal. The labor categories/hours contained below are based on the assumption that individuals/resumes identified at time of award will continue to be made available throughout the life of the contract. Failure to submit a consistent labor mix may be interpreted as the offeror's intention to substitute lesser qualified personnel for original Key Personnel. Offerors shall therefore, provide a detailed explanation for any significant changes in labor mix by contractor category, solicitation labor category, and contract year.

(2) Offerors shall base their Cost Proposals on the labor mix shown in the following chart:

Labor Category	Key	Year 1 Man Yrs	Year 2 Man Yrs	Year 3 Man Yrs	Year 4 Man Yrs	Year 5 Man Yrs	TOTAL
Program/Project Manager	K	0.3 ST 0.0 OT	0.3 ST 0.0 OT	0.3 ST 0.0 OT	0.3 ST 0.0 OT	0.3 ST 0.0 OT	1.5 ST 0.9 OT
Contract Lead Engineer	K	1.0 ST 0.3 OT	1.0 ST 0.3 OT	1.0 ST 0.3 OT	1.0 ST 0.3 OT	1.0 ST 0.3 OT	5.0 ST 1.5 OT
Applications Eng	K	1.0 ST 0.3 OT	1.0 ST 0.3 OT	1.0 ST 0.3 OT	1.0 ST 0.3 OT	1.0 ST 0.3 OT	5.0 ST 1.5 OT
Technicians		2.0 ST	2.0 ST	2.0 ST	2.0 ST	2.0 ST	10.0 ST

K Key Personnel
ST – Straight Time
OT - Overtime

(i) The Government's estimate of effort is based on work years rather than labor hours. Offerors shall propose on the basis of their average work year; for example, one offeror's work year of effort

may equate to 1800 hours and another offeror's work year may be 1900. Proposed hours shall be identified as either compensated or uncompensated, if applicable. A minimum of 1775 compensated hours per work year is required. The basis for the number of hours used as well as the mix (i.e., compensated/uncompensated) must be provided in the cost proposal. This data must be verifiable either with DCAA or through the analysis of supplemental statistical data.

- (ii) Provide a table which identifies all proposed hours by year. These hours should be identified by labor category and individual (provide names). Separately identify hours to be provided by consultants or subcontractors. This information will facilitate our evaluation of the proposed hours and labor mix for the proposed effort.
- (iii) These hours shall be supported by a detailed breakout of an average work year for exempt and non-exempt employees in the following format:

Description	Exempt	Non-Exempt
One year base hours	2,080	2,080
Subtract Paid Holidays		
Subtract Paid Vacation		
Subtract Paid Sick Leave		
Subtract Other Paid Leave (e.g., Jury Duty, Military Leave, etc.)		
Subtotal-Net Compensated Hours		
Add Uncompensated Overtime		
Total Hours per Work Year		

- (iv) It should be noted that the proposed work year, in order to be evaluated as realistic, should be based on actual historical information rather than 2,080 hours less the quantity of paid absence hours provided for in the offeror's fringe benefit package. This caution is provided because it is felt that not all employees may take their entire leave entitlement. Following award, the negotiated level of effort at the delivery/task order level shall be based on the above proposed work year.
- (v) Provide the following work year information in narrative format: (a) List of offeror's paid holiday, (b) State the average number of paid vacation days per employee per year, and (c) State the average number of sick days per employee per year.
- (vi) **The total contract labor provided above refers to technical labor categories only. Corporate, or any other local level management, clerical, and contract business management/administration categories which will be billed as a direct charge shall be added to the total number of hours proposed if it is in accordance with your standard DCAA approved practice to do so. The offeror shall clearly state what additional functions are to be direct charged, including administrative word processing, reproduction, library, contract administration (to include support for progress report preparation and invoicing), security administration, contract quality assurance, CDRL review and approval, etc. The additional hours/amounts proposed for each of these functions shall be fully explained and justified. Offerors are cautioned to submit realistic estimates in this area because the ratio of these hours to technical hours will be used as a guideline in the evaluation delivery/task order proposals and the reasonableness of actual costs incurred under this contract.**
- (vii) Overtime. Provide a copy of the overtime policy noting who or labor category is paid overtime and the applicable rate.

- (vii) Escalation – Labor escalation is defined to include all factors which affect an individual's compensation level to include merit increases, promotions, and cost-of-living adjustments. State the annual labor escalation rate used in the Cost Proposal. Provide a chart that shows the salary history for each proposed named individual for the most recent 3 year period. Show the effective dates for each rate and compute an average annual escalation rate from these data. If a lower escalation rate is proposed than the average rate derived from the above table, specific justification shall be provided as to why the proposed rate should be considered realistic. Describe the management controls to be implemented to hold the actual labor escalation rate to what is proposed. Offerors shall ensure that the proposed escalation rate is realistic as it will be used to evaluate the reasonableness of proposed labor costs for negotiation of delivery/task orders.
- (viii) Uncompensated Overtime – If decremented direct labor rates are proposed, either by the prime or by any subcontractor, the Cost Proposal shall include a detailed description, including examples as appropriate, of the manner in which the offeror plans to track and report compliance with the UNCOMPENSATED OVERTIME clause in Section H. Offerors shall note that the clause requires reports at the delivery/task order level (if applicable) showing the aggregate percentage reduction in billing rates due to an expanded workweek. If the offeror plans to track delivery of uncompensated overtime by reporting UT hours worked, the offeror shall specifically show in the Cost Proposal, how the number of UT hours reported, in relation to the regular hours worked, accurately represents the actual percentage decrement to labor billing rates. Sample calculation shall be provided. Statements that the offeror's procedures are approved by DCAA are not sufficient.
- (iv) Provide copies of current payroll records to support proposed base hourly rates. In the case of a contingent hire, provide a copy of an accepted offer letter that identifies the agreed-to salary amount. Identify the labor escalation rate, if applicable, used for pricing purposes and rationale supporting the use of that rate.
- (v) If you are proposing "TBD" or vacant positions, please provide written rationale for proposed hourly rates.

(1) Consultants - If applicable, provide a detailed listing of consultants expected to be used, rationale for selection and associated costs which are proposed for reimbursement. Identify the corresponding contract labor category for each proposed consultant. Include your analysis that establishes the reasonableness of the proposed hourly rate.

(2) Subcontractors – If your proposal includes subcontractors, information regarding proposed subcontract costs is required at the same level of detail as that provided for the prime contractor. It is the responsibility of the prime contractor and higher-tier-subcontractor (if applicable) to review and evaluate the reasonableness and realism of subcontract cost data and furnish the results of such review and evaluation to the Government as part of the offeror's cost proposal. Failure to do so may be interpreted as the prime contractor's lack of management expertise in this area. Frequently, subcontractors are not willing to provide such detail to a prime contractor. Accordingly, this detail may be submitted directly to the Government or may be submitted to you in a sealed envelope that you forward with your proposal. You should encourage your subcontractors to comply. Their failure to submit all necessary information will delay contract award.

(c) Other Direct Costs

Offerors shall use the following unburdened amounts for ODC:

Other Direct Cost	Year 1	Year 2	Year 3	Year 4	Year 5	TOTAL
Travel & Subsistence	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Material & Transportation of Material	\$400,000	\$400,000	\$400,000	\$400,000	\$400,000	\$2,000,000

- (1) Travel dollars are exclusively for technical travel in support of the individual delivery/task orders issued under the contract. If, due to the use of remotely located personnel, including subcontractors, or the offeror's proposed management structure, additional travel is planned to be direct charged, subject to the limitations of Section G herein, it should be added to the above amounts. Failure to do so will make such additional travel unallowable following contract award. Narrative information regarding the basis for the additional amounts should be provided.
- (2) Material and Transportation of material will be as identified in individual orders place against the contract. This will normally consist of software on a CD or DVD and miscellaneous hardware.

(d) Indirect Costs

- (1) For each separate indirect cost pool reflected in your proposal (e.g., fringe benefits, overhead, G&A, material handling, etc.) clearly identify the rates used for proposal calculation. Provide its official name and note the area (organizational, geographic, etc.) to which it applies. Note any restrictions on its applicability to this requirement.
- (2) For each proposed indirect rate (e.g. fringe, off-site overhead, on-site overhead, material handling, G&A, etc), for each proposed cost center, note the individual elements comprising the pool for the respective rate and their relative weight in relation to the other elements. Note also the specific base to which each rate is applied. Provide this in a chart format.
- (3) Identify your fiscal period and note which fiscal year you are in as of the date of proposal submission.
- (4) Provide a table showing each proposed indirect rate by contract year. If the proposed rates represent blended rates, also show the proposed rates by contractor fiscal year.
- (5) Provide a four year history of actuals incurred for each proposed indirect rate. This history shall include the offeror's most recently completed fiscal year and the previous fiscal periods. Note whether the actuals have been audited by DCAA. Provide detailed explanation for rate fluctuations from one year to the next of 10% or greater. For example, an increase of a 30% fringe rate to 33% is a 10% increase.
- (6) If DCAA has approved your indirect rates for bidding purposes (Forward pricing Rate Agreement), please provide copies of the applicable DCAA correspondence or a copy of the Agreement.
- (7) Please provide the base to which the indirect cost rates is applied (for example, if the indirect pool is "Labor Overhead" and the indirect rate is applied to total direct labor coat, identify the base for the "Labor Overhead" pool as "Total Direct Labor Cost"). If DCAA has not approved your indirect rates, provide a complete explanation of how the proposed indirect rate was calculated. Indirect rates (and the methodology for computing those rates) that have been

approved by DCAA may require review by DCAA or by the NSWCDD Cost/price Analyst prior to contract award.

- (d) Facilities Capital Cost of Money. The offeror shall provide a completed DD Form 1861 – Contract Facilities Capital Cost of Money, if this element is to be proposed. This data shall be specifically identified in the cost proposal.
- (e) **FEE.** In Section B of the proposal, include your proposed Fee. You are reminded that fee is not applicable to travel and material costs. If the proposal reflects a multiple fee rate structure (e.g., a lower fee rate applied to subcontract costs), each rate and the applicable base shall be explicitly identified.
- (f) Subcontracting Plan. If the offeror is a large business under the applicable NAICS code, a Subcontracting Plan is required to be included with your proposal. You are cautioned to ensure that proposed small SDB, and 8(a) subcontractors are considered small businesses under the NAICS code applicable to this acquisition. You are also cautioned to ensure that your proposed direct subcontracting (as reflected in your Subcontracting Plan) is fully consistent with your Technical and Cost Proposal, as appropriate.
- (g) Please note the inclusion of FAR 52.222-46, Evaluation of Compensation for Professional Employees (FED 1993), included in full in Section I. This clause requires the submission of a complete Compensation Plan. This Plan shall be included in the offeror's Cost Proposal.

Ddl-L36 COST PROPOSAL – SPECIFIC REQUIREMENTS – START DATE FOR USE IN COST PROPOSAL

Your proposal shall be based on an estimated contract performance start date of 01 July 2005. This date is only an estimate of the anticipated contract performance start date and will be used for the purpose of proposal evaluation only. A definitive contract performance start date will be incorporated into the contract award document.

Ddl-L40 SUBMISSION OF QUESTIONS BY POTENTIAL OFFEROR

It is the offeror's responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the Statement of Work (SOW) and other solicitation documents attached hereto or incorporated by reference. All questions are requested in writing within 14 days after the solicitation is issued.

Ddl-L41 RETURN OF CLASSIFIED MATERIAL

Classified material provided in conjunction with this solicitation shall be returned or destroyed in accordance with the Industrial Security DoD Manual 5220.22M. In the event the material is destroyed, NSWCDD must be notified by copy of the destruction report.

Ddl-L42 PRE-AWARD FACILITY SECURITY CLEARANCE

(a) No award will be made to an offeror which does not possess a facility security clearance issued by the Defense Investigative Service at the required security level. The Naval Surface Warfare Center, Dahlgren Division will initiate appropriate security clearance action for any offeror which does not already possess such clearance.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

(1 Data Item)

Public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No listed in Block E.

DD Form 1423-1, JUN 90 Previous editions are obsolete Page 2 of 5 Pages

(1 Data Item)

Form Approved
OMB No. 0704-0188

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Page 3 of 5 Pages

(1 Data Item)

Form Approved
OMB No. 0704-0188

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[illegible]

(1 Data Item)

Form Approved
OMB No. 0704-0188

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DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the National Industrial Security Program Operating Manual apply to all security aspects of this effort)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED: TOP SECRET b. LEVEL OF SAFEGUARDING REQUIRED: TOP SECRET	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)				3. THIS SPECIFICATION IS: (X and complete as applicable)	
a. PRIME CONTRACT NUMBER 		b. SUBCONTRACT NUMBER 		a. ORIGINAL (Complete data in all cases) Date (YYMMDD) <div style="text-align: center;">X</div> <div style="text-align: right;">041015</div>	
c. SOLICITATION OR OTHER NUMBER X N00178-D-05-xxxx		DUE DATE (YYMMDD) <div style="text-align: center;">TBD</div>		b. REVISED (Supersedes all previous specs) Revision No. Date (YYMMDD) c. FINAL (Complete item 5 in all cases) Date (YYMMDD)	
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO, If yes, complete the following Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract					
5. IS THIS A FINAL DD FORM 254 <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO, If yes, complete the following: In response to the contractors request dated _____, retention of the identified classified material is authorized for a period of:					
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)					
a. NAME, ADDRESS, AND ZIP EDO RSS 18705 MADRONE PARKWAY MORGAN HILL CA 95037-2876		b. CAGE CODE <div style="text-align: center;">62065</div>		COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) DEFENSE SECURITY SERVICE 4637 CHABOT DRIVE SUITE 102 PLEASANTON CA 94588-2753	
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP <div style="text-align: center;">N/A</div>		b. CAGE CODE 		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
8. ACTUAL PERFORMANCE					
a. LOCATION <div style="text-align: center;">N/A</div>		b. CAGE CODE 		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT TECHNICAL SUPPORT SERVICES FOR EDO-RSS OEM SUPPORT.					
10. THIS CONTRACT WILL REQUIRE ACCESS TO		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION			X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTORS FACILITY OR GOVERNMENT ACTIVITY	
b. RESTRICTED DATA			X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	
d. FORMERLY RESTRICTED DATA			X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	
e. INTELLIGENCE INFORMATION			X	e. PERFORM SERVICES ONLY	
(1) Sensitive Compartmented Information (SCI)		X		f. HAVE ACCESS TO US CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	
(2) Non-SCI		X		g. BE AUTHORIZED TO USE THE SERVICES OF THE DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	
f. SPECIAL ACCESS INFORMATION			X	h. REQUIRE A COMSEC ACCOUNT	
g. NATO INFORMATION			X	i. HAVE TEMPEST REQUIREMENTS	
h. FOREIGN GOVERNMENT INFORMATION			X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	
i. LIMITED DISSEMINATION INFORMATION			X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	
j. FOR OFFICIAL USE ONLY INFORMATION		X		l. OTHER (specify)	
k. OTHER (Specify)			X	<div style="text-align: center; font-weight: bold;">SEE BLOCK 13 REMARKS</div>	

DD Form 254-E, JAN 95

Previous editions are obsolete

12. **PUBLIC RELEASE.** Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the National Industrial Security Program Operating Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

☐ DIRECT

☒ THROUGH (Specify)

NO PUBLIC RELEASE OF SCI IS AUTHORIZED

**COMMANDING OFFICER
COMBAT DIRECTION SYSTEMS ACTIVITY, DAM NECK
ATTN: SSO
1922 REGULUS AVENUE
VIRGINIA BEACH VA 23461-2097**

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.

*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. **SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

SEE ATTACHMENT "A" for CONTINUATION OF BLOCK 13 OF DD Form 254"

**COGNIZANT PROGRAM MANAGER: Kevin Thomson, Code F11, (757) 492-8293
ESTIMATED COMPLETION DATE: 100630**

The SCI Contracting Officer's Representative (COR)/Contract Monitor for this order/contract is Ms. Marsha Ambrose, Code F11, (757) 492-6172. All need-to-know authorization for SCI access under this order/contract shall be made by the SCI COR/Monitor. Neither the Contracting Officer nor the Contract Specialist shall provide direction regarding SCI access.

The SCI security requirements are acceptable.


Anthony D. Gregory
Special Security Officer, CDSA Dam Neck

10/19/04
Date

BLOCK 10e -- INTELLIGENCE INFORMATION
Access to SCI and non-SCI intelligence information defined and controlled by DCID 6/7 is hereby authorized.


Anthony D. Gregory

10/19/04
Date

14. **ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to NISPOM requirements, are established for this contract (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is required.) ☐ YES ☒ NO

15. **INSPECTIONS.** ELEMENTS OF THIS CONTRACT ARE OUTSIDE THE INSPECTION RESPONSIBILITY OF THE COGNIZANT SECURITY OFFICE. (If yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if more space is needed.) ☐ YES ☒ NO

16. **CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

ANTHONY D. GREGORY

b. TITLE

SPECIAL SECURITY OFFICER

c. TELEPHONE (Include Area Code)

757-492-7551/6745

d. ADDRESS (include Zip Code)

**COMMANDING OFFICER
ATTN: SSO
COMBAT DIRECTION SYSTEMS ACTIVITY, DAM NECK
1922 REGULUS AVENUE
VIRGINIA BEACH VA 23461-2097**

17. **REQUIRED DISTRIBUTION**

- ☒ a. CONTRACTOR
- ☐ b. SUBCONTRACTOR
- ☒ c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
- ☒ d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
- ☒ e. ADMINISTRATIVE CONTRACTING OFFICER
- ☒ f. OTHERS AS NECESSARY

e. SIGNATURE

GENSER Addendum to Contract Security Specification, Form DD-254

All reports containing scientific/technical data (both classified and unclassified) will be marked on both the cover and title page with the following distribution statement (For intelligence data reports and/or documents utilizing data derived from intelligence sources - see statement below)*:

“Distribution authorized to U.S. GOVERNMENT AGENCIES AND THEIR CONTRACTORS ONLY; TEST & EVALUATION”; (Date statement applied). Other requests for this document must be referred to Commanding Officer, Combat Direction Systems Activity, Dahlgren Division, Naval Surface Warfare Center, 1922 Regulus Avenue, Virginia Beach, VA 23461-2097.

*Intelligence data reports and/or documents utilizing data derived from intelligence sources - distribution statement as follows: “FURTHER DISSEMINATION ONLY AS DIRECTED BY COMMANDING OFFICER, COMBAT DIRECTION SYSTEMS ACTIVITY, DAHLGREN DIVISION, NAVAL SURFACE WARFARE CENTER (SSO-CODE F11), VIRGINIA BEACH, VA 23461-2097 (DATE APPLIED) OR THE OFFICE OF NAVAL INTELLIGENCE (ONI-52) VIA COMMANDING OFFICER, COMBAT DIRECTION SYSTEMS ACTIVITY, DAHLGREN DIVISION, NAVAL SURFACE WARFARE CENTER (SSO-CODE F11)”.

All technical data provided to the Contractor by the Government will be protected from public disclosure in accordance with the markings contained thereon. All other information relating to the items to be delivered or services to be performed under this contract may not be disclosed by any means without prior approval of the authorized representative of the contracting officer. Dissemination or public disclosure includes, but is not limited to permitting access to such material by foreign nationals or any other person or entity; publication scientific or technical papers; advertising; or any other proposed public release. The Contractor shall provide adequate physical protection to such information as to preclude access by any person or entity not authorized such access by the Government.

Due to the sensitivity of this program, no classified material received or generated under this contract will be transferred to any other contractor or agency without the approval of the Contracting Officer or Contracting Officer's Technical Representative (COTR). For intelligence data reports and/or documents utilizing data derived from intelligence sources, see the intelligence supplement.

Information on this contract is not releasable to personnel possessing reciprocal clearances without the permission of CDSA Dam Neck (SSO-Code F11) (Para. 2-108, Industrial Security Manual (ISM)). For intelligence data reports and/or documents utilizing data derived from intelligence sources, see the intelligence supplement.

All classified visit requests for activities other than Intelligence Community (IC) activities (i.e. DoD or national intelligence agencies) shall have “NEED-TO-KNOW” certified by the individual identified in Item 13. Visit requests for subcontractors to activities other than IC activities will have Need-To-Know certified by the prime contractor. Requests for all visits to IC activities shall have “NEED-TO-KNOW” certified by the CDSA Dam Neck Senior Intelligence Officer

GENSER Addendum to Contract Security Specification, Form DD-254

(SIO). All requests shall contain the information required by Chapter 6, ISM. The time limit on all certifications shall not exceed the contract expiration date, or a 12-month period, whichever is earlier. Certifications to IC activities shall be on a case-by-case basis.

All classified visit requests for the CDSA Dam Neck should be forwarded to CDSA Dam Neck Code CVS no later than five working days prior to the intended visit.

SECURITY SERVICE AGREEMENT: For this contract where CDSA Dam Neck office space is provided and occupied by contractor personnel, the following provisions of 1-108e and DoD 5220.22R apply:

- a. Periodic inspection of work and facilities will be conducted by CDSA Dam Neck security personnel to ensure procedures are in accordance with those outlined by the Statement of Work for this contract and applicable CDSA Dam Neck, Department of the Navy (DoN), and Department of Defense (DoD) security regulations.
- b. Annual Security Awareness refresher briefings will be provided to contractor personnel, and, where applicable, NAVSWCINST 5510.1B will be furnished for contractor reference.

INTELLIGENCE INFORMATION¹

Intelligence information required in connection with performance shall be acquired under the direction of the Combat Direction Systems Activity, Dahlgren Division, Naval Surface Warfare Center (CDSA Dam Neck) Scientific and Technical Intelligence Office (STILO), Code F11. Intelligence will be provided in accordance with DoD Directive DOD-0000-151C-95, DODIPP Production Procedures; OPNAV Instructions 3880.6 and 3811.1C; and NSWCDD Instructions 3880.6A and 3811.1.

The following conditions of release apply to intelligence information.

- a. The material does not become the property of the Contractor and may be withdrawn at any time. Upon expiration of the contract, all intelligence materials and/or documents utilizing data derived from intelligence materials shall be returned to the CDSA Dam Neck Senior Intelligence Officer (SIO) for final disposition. Only with the prior authorization of the Office of Naval Intelligence (ONI-52) via the CDSA Dam Neck SIO may the Contractor retain such material.
- b. The Contractor shall not release intelligence materials and/or documents utilizing data derived from intelligence materials to any activity or person of the contractor's organization not directly engaged in providing services under the contract or to another contractor (including subcontractors), government agency, private individual, or organi-

¹ Intelligence information is defined in SECNAVINST 5510.30A as the product from the collection, evaluation, analysis, integration, and interpretation of all available information that concerns one or more aspects of foreign nations or of areas of foreign operations which is immediately or potentially significant to military planning and operations.

GENSER Addendum to Contract Security Specification, Form DD-254

zation without the prior approval of the CDSA Dam Neck SIO, or ONI-52 via the CDSA Dam Neck SIO.

c. Intelligence material shall not be released to foreign nationals or immigrant aliens who may be employed by the Contractor, regardless of their level of security clearance or access authorization, without the prior approval of ONI-52 via the CDAS Dam Neck SIO.

d. Intelligence material shall not be reproduced without the prior approval of the CDSA Dam Neck SIO, or ONI-52 via the CDSA Dam Neck SIO. All intelligence material shall bear a prohibition against reproduction while in the custody of the Contractor.

e. The Contractor shall maintain records that contain the names of all individuals granted access to intelligence material in the Contractor's custody. These records shall be furnished to the CDSA Dam Neck Contracting Officer or the CDSA Dam Neck SIO on demand.

The Contractor shall ensure all individuals granted access to intelligence information are aware of and abide by the controls set forth above.

ATTACHMENT A to DD FORM 254

Reference to block 8.a: Location

Work will be performed at the following locations:

- CNSG, Ft. Meade, MD
- NSA, Ft. Meade, MD
- CDSA, Dam Neck, 1922 Regulus Ave., Virginia Beach, VA
- Other CONUS sites
- OCONUS sites

Reference to block 10.e(2): Intelligence Information

All reports containing scientific/technical data (both classified and unclassified) shall be marked on both the cover and title page with the following distribution statement: (For intelligence data reports and/or documents utilizing data derived from intelligence sources - see statement below)*:

“Distribution authorized to U.S. GOVERNMENT AGENCIES AND THEIR CONTRACTORS ONLY; TEST & EVALUATION”; (Date statement applied). Other requests for this document must be referred to Commanding Officer, Combat Direction Systems Activity, Dahlgren Division, Naval Surface Warfare Center, 1922 Regulus Avenue, Virginia Beach, VA 23461-2097.”

*Intelligence data reports and/or documents utilizing data derived from intelligence sources - distribution statement as follows: “FURTHER DISSEMINATION ONLY AS DIRECTED BY COMMANDING OFFICER, COMBAT DIRECTION SYSTEMS ACTIVITY, DAHLGREN DIVISION, NAVAL SURFACE WARFARE CENTER, 1922 REGULUS AVENUE, VIRGINIA BEACH, VA 23461-2097 (DATE APPLIED) OR THE OFFICE OF NAVAL INTELLIGENCE (ONI-52) VIA COMMANDING OFFICER, COMBAT DIRECTION SYSTEMS ACTIVITY, DAHLGREN DIVISION, NAVAL SURFACE WARFARE CENTER, 1922 REGULUS AVENUE, VIRGINIA BEACH, VA 23461-2097”.

1. All technical data provided to the contractor by the Government will be protected from public disclosure in accordance with the markings contained thereon. All other information relating to the items to be delivered or services to be performed under this contract may not be disclosed by any means without prior approval of the NAVSEA Combat Direction Systems Activity (CDSA) Dam Neck Special Security Officer (SSO). Dissemination or public disclosure includes, but is not limited to permitting access to such material by foreign nationals or any other person or entity; publication scientific or technical papers; advertising; or any other proposed public release. The contractor shall provide adequate physical protection to such information as to preclude access by any person or entity not authorized such access by the Government.

2. Due to the sensitivity of this program, no classified material received or generated under this contract will be transferred to any other contractor or agency without the approval of the NAVSEA CDSA Dam Neck SSO.

3. Information on this contract is not releasable to personnel possessing reciprocal clearances without the permission of NAVSEA CDSA Dam Neck SSO.

4. All classified visit requests for other activities, GENSER or SCI, shall have "NEED-TO-KNOW" certified by the NAVSEA CDSA Dam Neck SSO. All requests shall contain the information required by Chapter 6, Industrial Security Manual (ISM). The time limit on certifications shall not exceed the contract expiration date, or a 12-month period, whichever is earlier. Certifications to Intelligence Community (IC) activities (i.e. DoD or national intelligence agencies) shall be on a case-by-case basis.

5. All GENSER classified visit requests for the NAVSEA CDSA Dam Neck should be forwarded to the NAVSEA CDSA Dam Neck Security Office no later than five working days prior to the intended visit. All SCI classified visit requests should be forwarded to the NAVSEA CDSA Dam Neck SSO via appropriate SCI channels no later than five working days prior to the intended visit.

6. SECURITY SERVICE AGREEMENT: For this contract where NAVSEA CDSA Dam Neck office space is provided and occupied by contractor personnel, the following provisions of 1-108e and DoD 5220.22R apply:

a. Periodic inspection of work and facilities will be conducted by the NAVSEA CDSA Dam Neck SSO to ensure procedures are in accordance with those outlined by the Statement of Work for this contract and applicable NAVSEA CDSA Dam Neck, Department of the Navy (DoN), and Department of Defense (DoD) security regulations.

b. Annual Security Awareness refresher briefings will be provided to contractor personnel, and, where applicable, NAVSWCINST 5510.1B will be furnished for contractor reference.

INTELLIGENCE INFORMATION¹

1. Intelligence information required in connection with performance shall be acquired under the direction of the Combat Direction Systems Activity, Dahlgren Division, Naval Surface Warfare Center Scientific and Technical Intelligence Office (STILO), Code F11. Intelligence will be provided in accordance with DoD Directive DOD-0000-151C-95, DODIPP Production Procedures; OPNAV Instructions 3880.6 and 3811.1C; and NSWCDD Instructions 3880.6A and 3811.1.

¹ Intelligence information is defined in SECNAVINST 5510.30A as the product from the collection, evaluation, analysis, integration, and interpretation of all available information that concerns one or more aspects of foreign nations or of areas of foreign operations which is immediately or potentially significant to military planning and operations.

2. The following conditions of release apply to intelligence information.

a. The material does not become the property of the contractor and may be withdrawn at any time. Upon expiration of the contract, all intelligence materials and/or documents utilizing data derived from intelligence materials shall be returned to the NAVSEA CDSA Dam Neck SSO for final disposition. Only with the prior authorization of the Office of Naval Intelligence (ONI-52) via the NAVSEA CDSA Dam Neck SSO may the contractor retain such material.

b. The contractor shall not release intelligence materials and/or documents utilizing data derived from intelligence materials to any activity or person of the contractor's organization not directly engaged in providing services under the contract or to another contractor (including subcontractors), government agency, private individual, or organization without the prior approval of the NAVSEA CDSA Dam Neck SSO, or ONI-52 via the NAVSEA CDSA Dam Neck SSO.

c. Intelligence material shall not be released to foreign nationals or immigrant aliens who may be employed by the contractor, regardless of their level of security clearance or access authorization, without the prior approval of ONI-52 via the NAVSEA CDSA Dam Neck SSO.

d. Intelligence material shall not be reproduced without the prior approval of the NAVSEA CDSA Dam Neck SSO, or ONI-52 via the NAVSEA CDSA Dam Neck SSO. All intelligence material shall bear a prohibition against reproduction while in the custody of the contractor.

e. The contractor shall maintain records that contain the names of all individuals granted access to intelligence material in the contractor's custody. These records shall be furnished to the NAVSEA CDSA Dam Neck Contracting Officer or the NAVSEA CDSA Dam Neck SSO on demand.

3. The contractor shall ensure all individuals granted access to intelligence information are aware of and abide by the controls set forth above.

4. Intelligence caveats, if any, required by the reference security classification guides or when classifying derivatively from source documents shall be applied in paragraph markings and on overall document marking. The full intelligence caveat (e.g., NOT RELEASABLE TO FOREIGN NATIONALS) shall be placed at the bottom near the classification on the cover (if any), title page (if any), and the first page.

Continuation of Block 13

1. The NISPOM provides the necessary guidance for physical, personal, and information security measures for the collateral portion of this order/contract.

2. Information on this order/contract is not releasable to personnel possessing reciprocal clearance without the written approval of the NAVSEA CDSA Dam Neck COR via the NAVSEA CDSA Dam Neck SSO.
3. Collateral visit requests shall be forwarded to the place of performance via the Contractor Facility Security Officer. Collateral visit requests shall contain the information required by the NISPOM and shall not exceed the completion date of the order/contract, or a 12-month period, whichever is shorter.
4. SCI visit requests shall be forwarded by the NAVSEA CDSA Dam Neck SSO. SCI "Need-To-Know" will be certified by the COR. SCI visit requests shall contain the information required by the Navy Department Supplement to DOD 5105.21-M-1, DOD 5105.21-M-1, and shall be certified by the NAVSEA CDSA Dam Neck SSO for each SCI visit during the period of performance of the order.
5. All collateral classified documentation received, generated, or reproduced in connection with this order/contract shall be accountable, controlled, safeguarded, and stored in accordance with the NISPOM.
6. All SCI classified documentation received, generated, or reproduce in connection with this order/contract shall be accountable, controlled, safeguarded, and stored in accordance with the Navy Department Supplement to DOD 5105.21-M-1, and DOD 5105.21-M-1.
7. The Contractor shall not downgrade, declassify, or destroy any classified documentation used with this order/contract. All collateral material shall be returned to the COR at NAVSEA CDSA Dam Neck. All SCI material shall be returned to the NAVSEA CDSA Dam Neck SSO in accordance with the Navy Department Supplement to DOD 5105.21-M-1, and DOD 5105.21-M-1,.
8. The Contractor shall implement procedures whereby any loss, compromise, or suspected loss or compromise of classified collateral information or material under this order/contract, shall be immediately reported to the Facility Security Officer and the NAVSEA CDSA Dam Neck Security Manager.
9. The Contractor shall implement procedures whereby any loss, compromise, or suspected loss or compromise of SCI information or material under this order/contract shall be immediately reported to the Contractor Special Security Officer (CSSO) and to the NAVSEA CDSA Dam Neck SSO.
10. Collateral classified material shall be distributed only to the NAVSEA CDSA Dam Neck Program Manager or as directed by the NAVSEA CDSA Dam Neck Program Manager. SCI classified material shall only be distributed by the NAVSEA CDSA Dam Neck SSO.
11. Collateral documentation obtained for use with this order/contract shall not be used for any other purpose unless prior authorization has been obtained from NAVSEA CDSA Dam Neck Program Manager in accordance with the NISPOM.

12. SCI documentation obtained for use with this order/contract shall not be used for any other purpose unless prior authorization has been obtained from the NAVSEA CDSA Dam Neck Program Manager and the NAVSEA CDSA Dam Neck SSO in accordance with the Navy Department Supplement to DOD 5105.21-M-1, DOD 5105.21-M-1.
13. Upon termination or completion of this order/contract, all collateral documentation shall be returned to the NAVSEA CDSA Dam Neck Program Manager along with the appropriate accountability and control records.
14. Upon termination or completion of this order/contract, all SCI documentation shall be returned to the NAVSEA CDSA SSO along with the appropriate accountability and control records.
15. This order/contract includes the ordering of information technology services. Classification markings of the material to be furnished will provide the classification guidance necessary for performance of this order/contract.
16. This order/contract requires access to SCI. The Office of Naval Intelligence (ONI) and Commander, Naval Security Group (CNSG), have exclusive responsibility for such information released to the Contractor or developed under this contract. The Navy Department Supplement to DOD 5105.21-M-1, DOD 5105.21-M-1, provide the necessary guidance for physical, personnel and information security measures and are a part of the SCI security specifications for the SCI portion of this order/contract. DSS is relieved of responsibility for all SCI material or information released to the Contractor under this order/contract.
17. Worldwide DSS International services are not required for SCI matters.
18. The Contractor shall, when performing SCI portions of this order/contract, and when foreign travel is anticipated, inform the NAVSEA CDSA SSO prior to that foreign travel.

From: Contracting Officer
To: F11/Marsha Ambrose

Subj: CONTRACTING OFFICER'S REPRESENTATIVE (COR) APPOINTMENT
LETTER

Ref: (a) NAVSEAINST 4200.17B Contracting Officer's Representative
(b) SECNAVINST 4205.5 Contracting Officer's Technical Representative
(COTR)
(c) NAVSEAINST 4200.19 Service Contract Restrictions and Safeguards
(d) NAVSEAINST 5910.2C Administration of Non-Payroll Personnel
Occupying NAVSEA Headquarters Space
(e) COMNAVSEA Memo SER: 00/4043 of 2 May 89, Subj: Recoupment of
Funds from Cost Reimbursement Level of Effort Contracts (NAVSEA July
1986)

Encl: (1) COR Checklist

1. You are hereby appointed as the Contracting Officer's Representative (COR) under the following contract:

Contract Number

Contractor

N00178-05-R-1020

EDO-Reconnaissance & Surveillance Systems

2. In accordance with references (a) and (b), specific duties which you are expected to perform include:
 - a. Review to assure the efforts performed are within the scope of the contract. The "scope of the contract" is defined as the description, specifications, and work statement contained in the Contract. The COR is NOT authorized to issue any direction to the contractor which would alter the scope of the contract, the price, the delivery schedule, or any other terms and conditions of the contract. Review the contract requirements entitled "CONTRACTING OFFICER'S REPRESENTATIVE" (DFARS 252.201-7000).
 - b. Prior to performance start date, the COR shall ensure that adequate funding has been obligated to the contract.
 - c. Receive and review copies of all correspondence with the contractor to assure that the scope of the work is not altered.

Subj: CONTRACTING OFFICER'S REPRESENTATIVE (COR) APPOINTMENT LETTER

- d. Ensure that technical direction given the contractor does not entail personal services or explicitly or implicitly requires actions that change price, quantity, delivery schedule or other contract terms and conditions. Personal services occurs when contractor personnel are used as though they were Government employees or were interchangeable with Government employees. References (a) and (b) provide detailed guidance on the proper use of contractor personnel. Reference (c) lists basic Government management functions which contractors may not perform.
- e. Avoid any action, either direct or implied, that could result in a change in the pricing, quantity, delivery schedule, or any other terms or conditions of the contract, or any action that dictates a level of performance to continue beyond the delivery date or period of performance listed in the contract.
- f. Be aware that the contract will require copies of all invoices to be submitted to the COR, by code and name; however, your approval is not required for payment. Invoices should be reviewed for cost reasonableness and to ensure that they are submitted in accordance with contract requirements, and that the Progress Reports accurately reflect that the work specified in the contract has actually been performed. Discrepancies should be submitted in writing to the PCO and ACO.
- g. Bring to the PCO's attention, any inefficient or wasteful methods being used by the contractor. Make recommendations for corrective or preventive measures as appropriate.
- h. Maintain a file for each contract, which shall include: a copy of the contract and modifications, a copy of the signed COR Appointment Letter, a copy of all invoices received, and a record of all checklists/deduct schedules and record of corrective action taken, if required.
- i. Provide prompt written notification to the PCO if, for any reason, your tenure as COR is recommended for termination.
- j. Complete the Contractor Performance Assessment Reporting System (CPARS) on a semi-annual basis.
- k. Enclosure (1) is forwarded to assist you in managing your COR duties and responsibilities.

Subj: CONTRACTING OFFICER'S REPRESENTATIVE (COR) APPOINTMENT
LETTER

3. The duties and responsibilities set forth herein are not intended to be all inclusive. Specific individual situations that: (a) have not been covered, (b) have created a question, or (c) are considered to be beyond your scope as COR should be brought to the attention of the PCO in order to obtain advice on proceeding in the best interest of the Government.
4. A signed copy of this letter must be returned to the PCO to signify acceptance to this appointment (PCO will forward a copy to SEA 028). In addition, you must comply with references (a) through (d).
5. Unless sooner terminated, this appointment is effective as long as the contract listed in paragraph 1. above remain a primary responsibility and duty of the appointee. The COR may NOT delegate these duties to another individual. In the absence of the COR identified in the contract, it may only be signed by the PCO.

Acceptance:

Marla H. Ambrose
COR Representative

3/27/05
(Date)

Amy J. Richards
Procuring Contracting Officer

3/29/05
(Date)

COR shall sign two copies, one copy will be retained and one copy returned to the PCO.

From: Contracting Officer
To: F11/Michael Haag

Subj: ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVE (ACOR)
APPOINTMENT LETTER

Ref: (a) NAVSEAINST 4200.17B Contracting Officer's Representative
(b) SECNAVINST 4205.5 Contracting Officer's Technical Representative (COTR)
(c) NAVSEAINST 4200.19 Service Contract Restrictions and Safeguards
(d) NAVSEAINST 5910.2C Administration of Non-Payroll Personnel Occupying NAVSEA Headquarters Space
(e) COMNAVSEA Memo SER: 00/4043 of 2 May 89, Subj: Recoupment of Funds from Cost Reimbursement Level of Effort Contracts (NAVSEA July 1986)

Encl: (1) COR Checklist

1. You are hereby appointed as the Alternate Contracting Officer's Representative (ACOR) under the following contract:

<u>Contract Number</u>	<u>Contractor</u>
N00178-05-R-1020	EDO-Reconnaissance & Surveillance System

2. In accordance with references (a) and (b), specific duties which you are expected to perform in the absence of the COR include:

- a. Review to assure all tasks performed are within the scope of the contract. The "scope of the contract" is defined as the description, specifications, and work statement contained in the Contract. The ACOR is NOT authorized to issue any direction to the contractor which would alter the scope of the contract, the price, the delivery schedule, or any other terms and conditions of the contract. Review the contract requirements entitled "CONTRACTING OFFICER'S REPRESENTATIVE" (DFARS 252.201-7000).
- b. Receive and review copies of all correspondence with the contractor to assure that the scope of the work is not altered.
- c. Receive and review copies of all correspondence with the contractor to assure that the scope of the work is not altered.

Subj: ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVE (ACOR)
APPOINTMENT LETTER

- d. Ensure that technical direction given the contractor does not entail personal services or explicitly or implicitly requires actions that change price, quantity, delivery schedule or other contract terms and conditions. Personal services occurs when contractor personnel are used as though they were Government employees or were interchangeable with Government employees. References (a) and (b) provide detailed guidance on the proper use of contractor personnel. Reference (c) lists basic Government management functions which contractors may not perform.
 - e. Avoid any action, either direct or implied, that could result in a change in the pricing, quantity, delivery schedule, or any other terms or conditions of the contract, or any action that dictates a level of performance to continue beyond the delivery date or period of performance listed in the contract.
 - f. Bring to the PCO's attention, any inefficient or wasteful methods being used by the contractor. Make recommendations for corrective or preventive measures as appropriate.
 - g. Maintain a file for each contract, which shall include: a copy of the contract and modifications, a copy of the signed ACOR Appointment Letter, a copy of all invoices received, and a record of all checklists/deduct schedules and record of corrective action taken, if required.
 - h. Provide prompt written notification to the PCO if, for any reason, your tenure as ACOR is recommended for termination.
 - i. Enclosure (1) is forwarded to assist you in managing your ACOR duties and responsibilities.
3. The duties and responsibilities set forth herein are not intended to be all inclusive. Specific individual situations that: (a) have not been covered, (b) have created a question, or (c) are considered to be beyond your scope as ACOR should be brought to the attention of the PCO in order to obtain advice on proceeding in the best interest of the Government.
4. A signed copy of this letter must be returned to the PCO to signify acceptance to this appointment (PCO will forward a copy to SEA 028). In addition, you must comply with references (a) through (d).
5. Unless sooner terminated, this appointment is effective as long as the contract listed in paragraph 1. above remain a primary responsibility and duty of the appointee. The COR /ACOR may NOT delegate these duties to another individual. In the absence of the COR/ACOR identified in the contract, it may only be signed by the PCO.

Subj: ALTERNATE CONTRACTING OFFICER'S REPRESENTATIVE (ACOR)
APPOINTMENT LETTER

Acceptance:

Michael W. Coff
ACOR Representative

3/25/05
(Date)

Amy J. Richards
Procuring Contracting Officer

3/28/05
(Date)

ACOR shall sign two copies, one copy will be retained and one copy returned to the PCO.

QUALITY ASSURANCE SURVEILLANCE PLAN

1.0 The contractor's performance in each of the task areas of Statement Of Work will be continually monitored in conjunction with the criteria set forth below. The written evaluation will be accomplished on an annual basis. The results of this evaluation will be taken into account in the contractor's Past Performance Information Retrieval System (PPIRS) evaluation. The primary Government official responsible for the QASP evaluation is the Contracting Officer's Representative (COR) for the Deliver Order. Other Government individuals having information relevant to the quality of contractor performance may assist the COR.

2.0 Contractor performance will be assessed on a continuing basis throughout the year based on review and assessment of products and deliverables (technical and management), by observation of personnel during technical meetings and task execution, by monthly progress and status reports for the Contractor, and general contacts with the contractor.

3.0 Contractor performance will be evaluated in five general areas. A rating of Exceptional, Very Good, Satisfactory, Marginal or Unsatisfactory will be assigned to each area. These general areas are described below. The items identified under each area represent the types of considerations to be addressed. They should not be considered an exclusive list. The degree of Government technical direction necessary to solve problems that arise during performance will be a consideration for each area. Improvements made in an area during the evaluation period will also be considered as will degradation in the overall quality of performance.

3.1 Quality of Product or Service – Addresses the extent to which the contractor (a) met contract technical requirements, including the accuracy (information conveyed by products and services are factually accurate and, where applicable, annotated with supporting source) and completeness of reports/ data delivered (products are complete, well coordinated with all related managers and personnel, and presented in concise and understandable format); (b) employed methods and approaches to ensure fully successful performance; (c) consistently conveyed his intended approach clearly and completely to ensure that there were no surprises; (d) was proactive and demonstrated initiative; (e) remained flexible to internal or external changes; (f) was effective in developing and implementing process improvements to make the end product development more efficient and the end product display more effective and (g) services are provided in a professional unbiased manner.

3.2 Schedule – Addresses the extent to which the contractor met contract schedules, including the need for deadline extensions. Delivery of products and services are within deadlines identified by the TOM or his representative.

3.3 Cost Control – Addresses the contractor’s overall effectiveness in controlling both direct and indirect costs as well as the incidence of cost overruns.

3.4 Business Relations – Addresses the responsiveness of the contractor’s upper-level management to Government concerns and needs, the effectiveness of the contractor’s management interface with the Government, and the overall cooperativeness and receptiveness of the contractor in dealing with the Government, and the overall cooperativeness and receptiveness of the contractor in dealing with the Government on both technical and management issues.

3.5 Management of Key Personnel – Addresses the overall quality of the contractor’s team, including their education, relevant experience, skill levels and expertise as well as the degree of compliance with the terms of the contract regarding Key Personnel. Also includes the effectiveness of the contractor’s efforts to retain or attract qualified personnel.